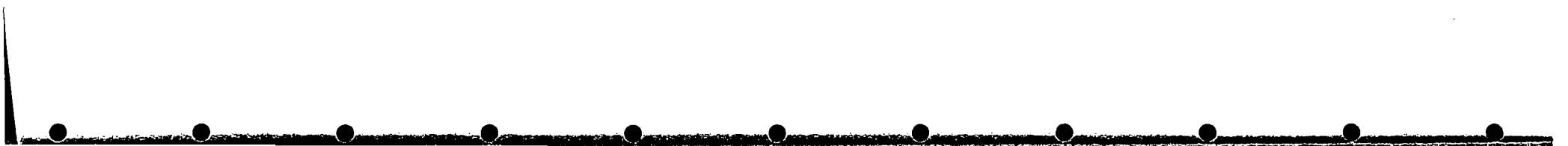


DOCUMENTS TO DECEMBER 7, 1990 LETTER

TO JEFFERY KORS







MEETING OF THE BOARD OF DIRECTORS  
OF  
PARR-RICHMOND INDUSTRIAL CORPORATION

-oOo-

Pursuant to notice as required by the By-Laws, a Regular Meeting of the Board of Directors of the Parr-Richmond Industrial Corporation was held at the office of the company, No. 1 Drumm Street, San Francisco, Cal. immediately following the Annual Stockholders' Meeting, on NOVEMBER 20, 1951 at 2:20 P. M.

DIRECTORS PRESENT:

PEARL R. PARR  
JOHN PARR COX  
WM. LANG  
E. B. DeGOLIA  
WALTER T. HELMS  
P. M. SANFORD

DIRECTORS ABSENT:

FRED D. PARR  
FRED PARR COX  
G. LEWIS FOX  
ROY A. BRONSON  
WM. C. TAIT

Vice President John Cox stated that the purpose of this meeting was to elect Officers of the Company for the ensuing year and for such other business as may be brought before the meeting.

WHEREUPON, by motion made by Director Helms, , seconded by Director DeGolia , and carried, P.M.Sanford was elected Temporary Chairman of the meeting, and appointed I.M.Sheehan to act as Temporary Secretary.

ELECTION OF OFFICERS.

Chairman Sanford then notified the Board that the election of Officers was in order and that it was suggested that the same Officers be re-elected to serve for the coming year. They are listed as follows:

FRED D. PARR - Chairman of the Board  
T. A. GOODRICK - Vice Chairman  
FRED PARR COX - President  
PEARL R. PARR - Vice President  
G. LEWIS FOX - Vice President  
JOHN PARR COX - Vice President  
I. M. SHEEHAN - Secretary  
WM. LANG - Treasurer  
O.H.RITTER, Jr. - Assistant Secretary-Treasurer



WHEREUPON, by motion made by Director Walter Helms, seconded by Director E.B.DeGolia, and unanimously carried, the above were elected as Officers of this company to serve for the coming year.

#### APPROVAL OF MINUTES.

The Minutes of the previous meeting were read and approved.

#### ELECTION OF EXECUTIVE COMMITTEE.

The election of the Executive Committee to serve for the ensuing year being in order, Chairman Sanford recommended the following be elected to serve in such capacity:

P.M. Sanford - Chairman  
Pearl R. Parr - Vice Chairman  
Walter T. Helms  
G. Lewis Fox  
Wm. C. Tait  
Fred D. Parr - ex.officio  
Fred Parr Cox - ex.officio

WHEREUPON, on motion by Director John Cox, seconded by Director E.B.DeGolia, the above members of the Board were elected to serve on the Executive Committee for the coming year.

#### REPORT OF VICE PRESIDENT JOHN PARR COX.

Vice President John Cox read a list of the new leases requiring approval by this Board, describing tenancy and rental conditions.

He informed the Board of the probability of the City of Richmond appealing the recent court decision in favor of the Corporation on possessory interest taxes, stating he would report developments.

He commented on the Home building program in North Richmond and the negotiations with the Earl W. Smith Company regarding their financing.

He discussed the general business condition of the Industrial Corporation and informed the Directors of current real estate negotiations.

He discussed the General Warehouse Company and other proposed subsidiary warehouse companies.

WHEREUPON, by motion made by Director Helms, seconded by Director DeGolia, and unanimously carried, the following Leases were approved:

<u>Lessee</u>	<u>Location of Building</u>	<u>Term of Lease</u>	<u>Mo.Rental.</u>
Atlantic Products Corp.	Bldg. 21k -2nd floor and 1500'		
	1st floor	1 year	\$500.00
B.B.&C.Mfg.Co.	Rich.Harbor Bldg k, Lots 20,21,22	5 years (cancel 30 days notice)	30.00
Bramwell Const.Co.	Building 21k-1st floor	1 year	750.00
County Contra Costa	Building 510	1 year	25.00
J.C.Freeze Co.	1.6 acres near 8th St.	10 years	250.00
General Serv.Adm.	10 tanks east Adm.Bldg.	1 year	3681.80
Hall-Scott Motor Divn.	Building 227	10 mos.	1100.00



Lessee	Location of Building	Term of Lease	Mo. Rental
Beckathorn & Co.	Building 235	9 mos.	\$1000.00
Hills Bros. Co.	Building 224	20 years	1000.00
Layton, N.E.	"Creamery House", Azevedo	Mo. to Mo.	40.00
Pacific Vinegar Co.	Florida Avenue	Mo. to Mo.	50.00
Scott, Less & Lucille	1649B Road 20	Mo. to Mo.	90.00
Tourtelot, Chas. H.	10th & Hoffman, 4/5 acre	Mo. to Mo.	100.00
Wheatcraft, C. H.	Cutting & Hoffman	Mo. to Mo.	200.00
Kenosha Auto Transport Corporation	2 plus acres between Wright Ave. & Access Highway & small Soule Bldg. & 4 shelters.		560.00

### FINANCIAL REPORT.

The Treasurer, Wm. Lang, presented a Financial Statement for the 9 months ended Sept. 30, 1951.

### APPROVAL & RATIFICATION OF ACTS OF OFFICERS IN NEGOTIATING LOAN FROM THE MORRIS PLAN CO.

Vice President John Cox explained that a resolution was necessary in connection with certain Interim financing that was being done by this Corporation in negotiating a loan with The Morris Plan Company of California.

WHEREUPON, by motion made by Director DeGolia, seconded by Director John Cox, and unanimously carried, the following resolution was adopted:

"RESOLVED, that this Corporation approve and ratify the actions of its officers in negotiating a loan from THE MORRIS PLAN COMPANY OF CALIFORNIA and approve the action of its Officers in executing on behalf of this corporation its note in the sum of SIXTY-THREE THOUSAND DOLLARS (\$63,000.00) dated October 30, 1951, and payable to THE MORRIS PLAN COMPANY OF CALIFORNIA;

RESOLVED FURTHER, that this corporation approve and ratify the action of its officers in executing as collateral security for the aforesaid promissory note an Assignment on behalf of this corporation of the balance of the proceeds due it from the MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a corporation, under the terms of the promissory note dated October 1, 1951, on which promissory note there remains a balance to be paid in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) upon completion of certain steel tanks by this corporation.

### ASSENT TO THE PROPOSED AMENDMENTS OF THE BY-LAWS OF GENERAL WAREHOUSE COMPANY.

The Chairman of the Board advised the directors of this corporation that the directors of General Warehouse Company proposed to amend the by-laws of that company to provide for the office of Chairman of the Board, and presented to the meeting the proposed Amended By-Laws of General Warehouse




Company, with a form of assent appended thereto.  
After discussion, and upon motion duly made, seconded and unanimously  
carried, the following resolution was adopted:

"RESOLVED. That this corporation, as the sole  
stockholder of General Warehouse Company, assent to  
the proposed amendments of the by-laws of General  
Warehouse Company; and

RESOLVED FURTHER: That the Secretary of this  
company be and he is hereby authorized and directed to  
execute this corporation's written assent to the Amended  
By-Laws, and to insert a copy of said Amended By-Laws,  
with the Assent appended thereto, in the Minute Book  
following the minutes of this meeting."

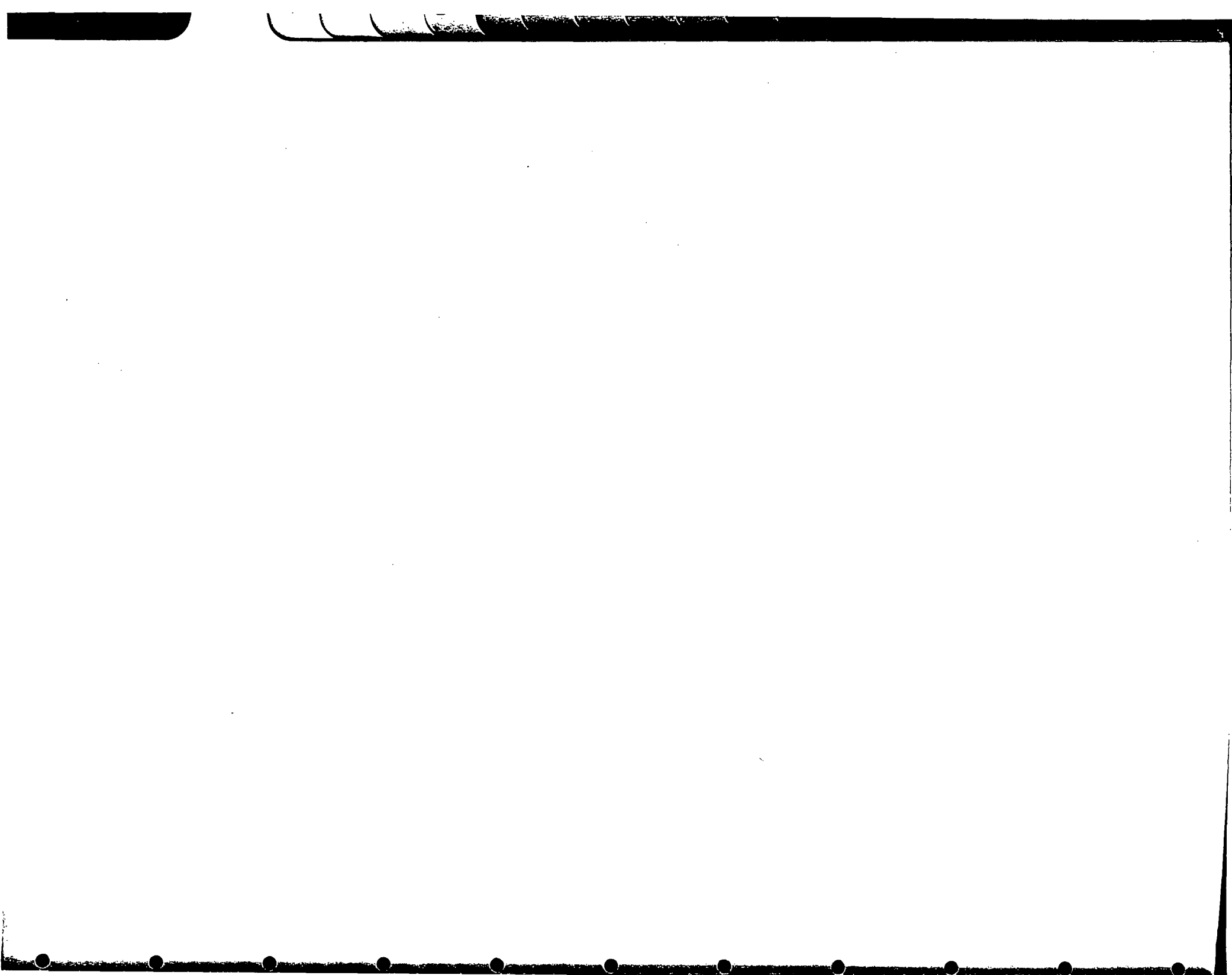
Distribution of Directors' Fees were made.

Meeting adjourned at 4:00 P. M.

  
I.M. Sheehan  
Secretary

*Approved*  
*Feb. 21, 1952.*







MEETING OF THE BOARD OF DIRECTORS  
OF  
PARR INDUSTRIAL CORPORATION

Pursuant to notice as required by the By-Laws, a regular meeting of the Board of Directors of Parr Industrial Corporation was held at the office of the corporation, 120 Montgomery Street, San Francisco, California, on Wednesday, August 30, 1961, at 11:00AM.

DIRECTORS PRESENT

C. M. Byrne  
Fred Parr Cox  
John Parr Cox  
G. Lewis Fox  
Walter T. Helms  
Ralph N. Larson  
Fred D. Parr  
Wm. C. Tait

DIRECTORS ABSENT

Willard E. Abel  
Roy A. Bronson  
Ralph J. Nartsik

There was also present as a guest of the board Mr. Willis M. Holtum.

READING OF MINUTES

The Minutes of the meeting of May 18, 1961, were approved as read.

SALE OF PROPERTY TO PARR WAREHOUSE COMPANY

President Cox reported to the board that, subject to the board's approval, he had agreed with PARR WAREHOUSE COMPANY to sell to it three (3) parcels of land situated in the City of Richmond, County of Contra Costa, State of California, as follows:

PARR CANAL PROPERTIES consisting of approximately fourteen (14) acres, LAURITZEN CANAL PROPERTIES, presently occupied by United Chemetries Company, consisting of approximately three and one-half (3½) acres, and the parcel on which the PARR TERMINAL RAILROAD now has an easement for tracks, consisting of approximately one (1) acre, together with a 14.5 foot easement along the northerly boundary of the Tine Oil Company property, for a total purchase price of \$552,778.27, payable by the cancellation of an indebtedness of this corporation to Parr Warehouse Company in the total amount of \$269,099.22, and the agreement by Parr Warehouse Company to assume, pay, indemnify and hold this corporation harmless from any liability on the balance of this corporation's indebtedness to WELLS FARGO BANK-AMERICAN TRUST COMPANY in the amount of \$283,679.05, which indebtedness is secured by the

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assignment of payments due Parr Warehouse Company from Park Avenue Methodist Church of New York City.

President Cox further stated that as a part of this transaction this corporation would have to agree to pay, indemnify, save and hold harmless Parr Warehouse Company from any liability in connection with the indebtedness of this corporation to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY in the amount of \$543,148.71, the payment of which is secured by Deed of Trust on a portion of the properties to be sold.

After discussion, and upon motion duly made and seconded and unanimously adopted, it was

RESOLVED, that the action of Fred Parr Cox, President of this corporation, in agreeing on behalf of this corporation to sell to PARR WAREHOUSE COMPANY three properties of this corporation in the City of Richmond, County of Contra Costa, State of California, as follows: PARR CANAL properties consisting of approximately fourteen (14) acres; LAURITZEN CANAL properties, presently occupied by United Chemetrics Company, consisting of approximately three and one-half (3½) acres, and the parcel on which the PARR TERMINAL RAILROAD now has an easement for tracks, consisting of approximately one (1) acre, together with a 14.5 foot easement along the northerly boundary of the Time Oil Company property, for a total purchase price of \$552,778.27, payable by the cancellation of an indebtedness of this corporation to Parr Warehouse Company in the total amount of \$269,099.22, and the agreement by Parr Warehouse Company to assume, pay, indemnify and hold this corporation harmless from any liability on the balance of this corporation's indebtedness to WELLS FARGO BANK-AMERICAN TRUST COMPANY in the amount of \$283,679.05, which indebtedness is secured by the assignment of payments due Parr Warehouse Company from PARK AVENUE METHODIST CHURCH of New York City; and the agreement of this corporation to pay, indemnify, save and hold harmless Parr Warehouse Company from any liability in connection with the indebtedness of this corporation to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY in the amount of \$543,148.71, the payment of which is secured by Deed of Trust on a portion of the properties to be sold to Parr Warehouse Company be, and the same is hereby ratified, approved and confirmed; and



BE IT FURTHER RESOLVED, that Fred Parr Cox, President of this corporation, and S. F. Ham or Edgar H. Rowe, Treasurer and Secretary respectively of this corporation be, and they are hereby authorized and directed on behalf of this corporation, in its name and under its seal, to execute appropriate Grant Deeds, documents and other instruments deemed necessary, appropriate and expedient for the closing of this transaction.

#### FLUORESCENT FIXTURES OF CALIFORNIA, INC.

President Cox reported to the board that the lease made between this corporation and Fluorescent Fixtures of California, Inc., covering improved property in South San Francisco, had been assigned some time ago to CURTIS-ALLBRITE LIGHTING, INC., and that Curtis-Allbrite had ceased operations in the building for which reason Curtis-Allbrite had requested this corporation to cancel the lease and had offered to pay a reasonable penalty for such cancellation.

After discussion of this matter by the board it was recommended that this lease be not cancelled and that this corporation work with Curtis-Allbrite in an effort to lease the building to some other tenant or tenants.

#### REPORT ON ACTIVITIES OF SUBSIDIARY CORPORATIONS AND OTHER CORPORATIONS WHICH THIS CORPORATION OWNS OR IN WHICH IT HAS AN INTEREST

##### Parr Indiana Corporation

President Cox reported to the board that this corporation had considerable interest income from an obligation owed it by Indiana Gear Works, Inc., and that this corporation was considering the acquisition of acreage in the Half Moon Bay area for future development. The President also stated that there was a reasonable possibility of the development of gas wells on the property.

##### Winton Place, Inc., Lakewood, Ohio (formerly known as Parrchester, Inc.)

President Cox made a detailed report on the operations of this corporation, in which this corporation has a 50% interest. He reported that Chicago architects had been employed to design the building and that preliminary plans and specifications were expected within the next week or ten days; that the height limitation had been increased so that a 28 story building could be erected and the zoning



regulations modified so that the lower floor, or floors of the building could be used for commercial purposes; that the plans called for two and three bedroom apartments, with some studio apartments, with rentals ranging from \$100.00 to \$700.00 a month; that the building would cover only approximately 5% of the property owned by this corporation which had been purchased for \$250,000 and presently was appraised at \$1,000,000.

#### Cal-Parr Properties, Ltd.

Parr Industrial Corporation owns 40% of this company. Mr. Ham reported that Cal-Parr had developed plans for an apartment house the cost of which would be in the neighborhood of \$1,100,000 and that this cost was expected to be financed through the Metropolitan Life Insurance Company and insured by CMHC which is a governmental agency similar to our FHA; that there would be some lag in payments and Cal-Parr required bank financing to the extent of \$300,000, \$150,000 of which this corporation had been asked to guarantee.

After discussion it was the consensus of the board that this corporation should not guarantee this indebtedness.

#### Transit Tank Company

President Cox reported that the trading and bulk terminal operations of Transit Tank Company would soon be separated and a new corporation formed to handle the bulk terminal operation; that Parr Industrial Corporation will possibly negotiate a trade with O. J. Bruderer who now owns 20% of Transit Tank Company which will result in the Parr Industrial Corporation owning 100% of the new corporation, and in turn give up possibly 10% of the old corporation which will leave this corporation an ownership of approximately 70% of Transit Tank Company.

#### ASSUMPTION AND RELEASE AGREEMENT

In connection with the sale to PARR WAREHOUSE COMPANY of properties previously referred to in the minutes of this meeting of the Board of Directors of this corporation, President Cox informed the board that it would be necessary for this corporation to execute with Parr Warehouse Company, Parr-Richmond Terminal Company and Wells Fargo Bank-American Trust Company an assumption and release agreement, by the terms of which Parr-Richmond Terminal Company would assume and agree to pay the balance due by this corporation to Wells Fargo Bank-American Trust Company on the loan made by this corporation from Wells Fargo Bank on or about August 27, 1958, in the principal amount of \$640,000.00.



After discussion, and upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that Fred Parr Cox, the President of this corporation, and Edgar H. Rowe, the Secretary of this corporation be, and they hereby are authorized and directed on behalf of this corporation and in its name, to execute with Parr Warehouse Company, a corporation ("Warehouse"), Parr-Richmond Terminal Company, a corporation ("Terminal"), and Wells Fargo Bank American Trust Company, a California banking corporation ("Wells Fargo"), an assumption and release agreement by the terms of which, among other things, Terminal assumes and agrees to pay the balance due from this corporation to Wells Fargo on a loan made by Wells Fargo to this corporation on or about August 27, 1958, in the principal amount of \$640,000.00, evidenced by this corporation's demand promissory note to Wells Fargo in such amount, and Wells Fargo releases this corporation from any and all further obligation and/or liability with respect to said indebtedness and said promissory note.

#### ADJOURNMENT

There being no further business to come before the meeting, it thereupon adjourned.

Edgar H. Rowe  
Edgar H. Rowe, Secretary



August 22, 1961

Parr Industrial Corporation  
120 Montgomery Street  
San Francisco 4, California

Gentlemen:

This will confirm our agreement as follows:

We agree to purchase from you the three parcels of land situate in the City of Richmond, in the Santa Clara County, California, which are outlined in red on the attached map, together with a 14.5 foot easement for railroad, pipeline and other purposes, along the easterly boundary of the Time Oil Company property which is outlined in green on the attached map.

The purchase price for said properties shall be \$552,778.27 and shall be payable in the following manner:

We will cancel out and extinguish your indebtedness to us in the amount of \$263,039.22 (of which amount the sum of \$253,621.31 represents principal and \$9,417.91 interest accrued to August 31, 1961).

We will also assume and agree to pay the balance of your indebtedness to Wells Fargo Bank American Trust Company in the amount of \$283,679.05 (of which amount the sum of \$276,221.98 represents principal and \$7,457.97 interest accrued to August 31, 1961), which indebtedness is secured by the assignment of payments due to us from the Parr Avenue Methodist Church, a New York corporation.

We understand that a portion of the properties which we have agreed to purchase, and which is outlined in orange on the attached map, is subject to an indebtedness to Massachusetts Mutual Life Insurance Company in the amount of \$543,148.71, under a deed of trust.

In the event of your acceptance and approval of the terms of this transaction, you will agree to indemnify and save and hold us harmless from any liability in connection with your indebtedness to Massachusetts Mutual Life Insurance Company, and that within a period of seven (7) years said parcels will be reconveyed to us, free and clear of said deed of trust.

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On our part, we will agree to indemnify and save and hold you harmless from your above mentioned indebtedness to Wells Fargo Bank American Trust Company.

The agreement between us dated October 3, 1953, together with the amendment thereto dated January 23, 1955, will be subject to your completion of this transaction.

Appropriate grant deeds conveying to us title to the real property purchased, improvements and other interests in writing, together, together, proper or expedient for the closing of this transaction shall be executed by each of us and in full and correct satisfaction, to each of us. The properties are to be conveyed and reservations by means and devices are to be prepared and shall be subject to our approval.

In the event we are not able to obtain, at our expense, title policies in an amount of \$541,000.00 showing title to the real property purchased as being related in our company, subject to the following exceptions,

- (a) certain real property taxes not delinquent,
- (b) the mortgage or deed of trust to Massachusetts Mutual Life Insurance Company referred to above,

we shall have the right to rescind this transaction.

The transaction contemplated hereby is to be closed as promptly as possible and, in any event, on or before August 31, 1961. Five (5) days are hereby allowed for within which to make your acceptance and approval noted below, and if not so accepted and approved within said period, this instrument shall be of no further force or effect.

Very truly yours,

PART - AGRICULTURAL COMPANY

*John C. [Signature]*  
B. J. [Signature]  
Vice President

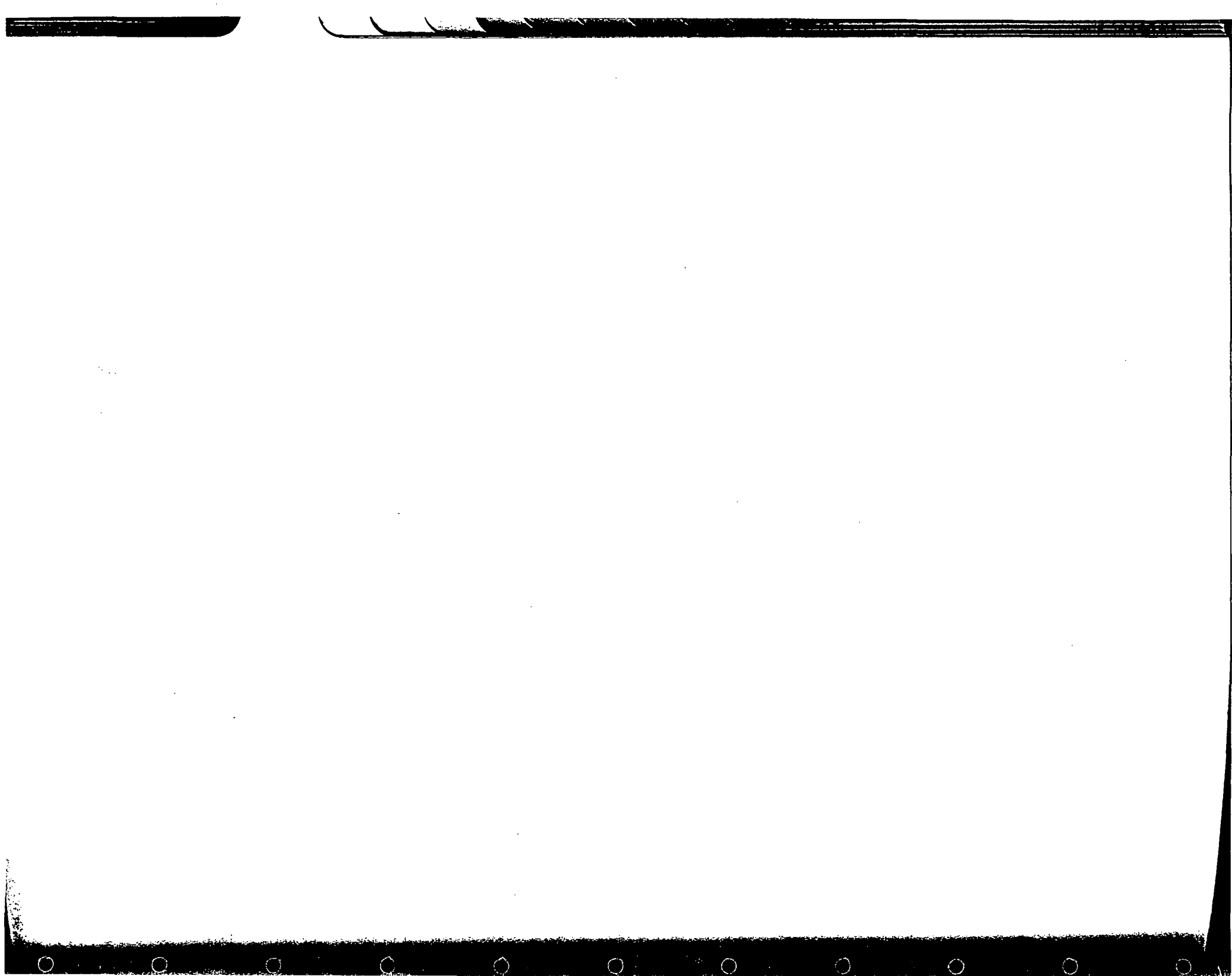
The foregoing is approved and accepted this 25th day of August, 1961.

PART INDUSTRIAL CORPORATION

By: *[Signature]*  
President

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MEETING OF THE BOARD OF DIRECTORS  
OF  
PARR-RICHMOND INDUSTRIAL CORPORATION

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Pursuant to notice as required by the By-Laws, a Special meeting of the Board of Directors of Parr-Richmond Industrial Corporation was held at the office of the company, No. 1 Drumm Street, San Francisco, California, on December 27, 1955, at 2 P. M.

DIRECTORS PRESENT:

Fred D. Parr	Pearl R. Parr
Fred Parr Cox	John Parr Cox
P. M. Sanford	Wm. C. Tait
G. Lewis Fox	Charles M. Byrne
Walter T. Helms	Willard E. Abel

DIRECTOR ABSENT:

Roy A. Bronson

ALSO PRESENT:

Max Weingarten  
O. H. Ritter, Jr.  
Sid Ham

READING OF MINUTES:

The minutes of the previous meeting were read and approved.

REPORT ON CHANGE OF NAME:

President Cox reported that Certificate of Amendment of Articles of Incorporation, changing the name to Parr Industrial Corporation, has gone forth to Sacramento and should be returned in a few days.

ADDITIONAL LOAN FROM EQUITABLE AND PROPOSED BOEING LEASE:

President Cox reported regarding requested additional loan for Seattle Warehouse Company from Equitable Life Assurance Society, also on proposed lease from Boeing Airplane Company, and hoped these items would be completed before the end of the year.

REPORT ON MOVING OFFICES TO EQUITABLE BUILDING:

President Cox reported that this company proposes moving its offices to the Equitable Building, 120 Montgomery Street, about January 15, 1956.

PROPOSED SPIN-OFF:

President Cox reported that the Board of Directors of the Terminal Company, at a meeting held today, adopted a resolution to distribute to the shareholders of the Terminal Company all of the



issued and outstanding stock of the Parr-Richmond Industrial Corporation, its wholly owned subsidiary. The distribution will be made to the shareholders in proportion to their ownership of stock. The distribution will be made on January 30, 1956, to shareholders of record on January 20, 1956. After such distribution is effected this company will no longer be a subsidiary of the Terminal Company but will be owned directly by the shareholders of the Terminal Company.

#### DIVIDEND DISTRIBUTION:

President Cox then stated that it would be in the best interests of the Company if prior to the separation of the two companies this Company would distribute a dividend to the Parr-Richmond Terminal Company.

Upon motion duly made by Director Willard E. Abel and seconded by Director P. M. Sanford, the following resolutions were unanimously adopted:

"RESOLVED: that this Board hereby votes that the following Assets be distributed to Parr-Richmond Terminal Company, as sole shareholder, as a dividend:

1. Five Thousand shares of Parr Warehouse Company, representing all of the issued and outstanding stock of said company.
2. Five Thousand shares of General Warehouse Company, representing all of the issued and outstanding stock of said company.
3. All the Realty and Improvements thereon in Richmond, California, commonly referred to as the Bulk Cargo Dock.
4. Cancellation of the indebtedness of \$195,000.00 owed by Parr-Richmond Terminal Company to the Parr-Richmond Industrial Corporation.

"FURTHER RESOLVED: that the President and Secretary of this corporation are hereby authorized to do all things necessary in connection with the signing of documents required to transfer the above mentioned properties and assets to the Parr-Richmond Terminal Company, and to do all things necessary to give effect to the above mentioned resolution."

#### BANK ACCOUNTS:

President Cox requested authorization to open Bank Accounts in the name of the Parr Industrial Corporation at the various banks so it can conduct its own business.

Upon motion of Director Sanford, seconded by Director Helms, the following resolutions were unanimously adopted:

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WELLS FARGO BANK - San Francisco, California. (Market, Post & Montgomery Streets.)

"RESOLVED that WELLS FARGO BANK BE and it is hereby selected as a depository for the funds of this corporation, and that checks or drafts withdrawing said funds may be signed by any one of the following signatures and any one of the following countersignatures.

SIGNATURES: FRED D. PARR  
PEARL R. PARR  
FRED PARR COX

COUNTERSIGNATURES: C. M. BYRNE  
JEAN A. DONNELLY  
S. F. HAM

and that Wells Fargo Bank is authorized to honor and pay any and all checks and drafts of this corporation signed as provided herein, whether or not payable to bearer or to the person or persons signing them;

FURTHER RESOLVED that the aforesaid persons are authorized to endorse for and on behalf of this corporation drafts, checks and other instruments for the payment of money and to receive the proceeds thereof.

FURTHER RESOLVED that the authority hereby conferred shall remain in full force and effect until written notice of the revocation thereof shall have been received by Wells Fargo Bank."

THE MECHANICS BANK OF RICHMOND, CALIFORNIA

"RESOLVED: that this corporation establish in its name one or more deposit accounts with THE MECHANICS BANK OF RICHMOND upon such terms and conditions as may be agreed upon with said bank and that the President and Secretary of this corporation be and they are hereby authorized to establish such accounts.

RESOLVED: that any one of the signatures and any one of the countersignatures

SIGNATURES: FRED D. PARR  
PEARL R. PARR  
FRED PARR COX

COUNTERSIGNATURES: C. M. BYRNE  
JEAN A. DONNELLY  
S. F. HAM



of this corporation be and they are hereby authorized to withdraw funds of this corporation from any such established account upon checks of this corporation, or upon withdrawal orders furnished by said bank, signed as provided herein with signatures duly certified to said bank by the Secretary of this corporation, and said bank is hereby authorized to honor and pay any and all checks or withdrawal orders so signed, including those drawn to the individual order of any officer or other person authorized to sign the same."

ADJOURNMENTENC

Upon motion duly made, seconded and carried, the meeting  
adjourned at 2:45 P. M.

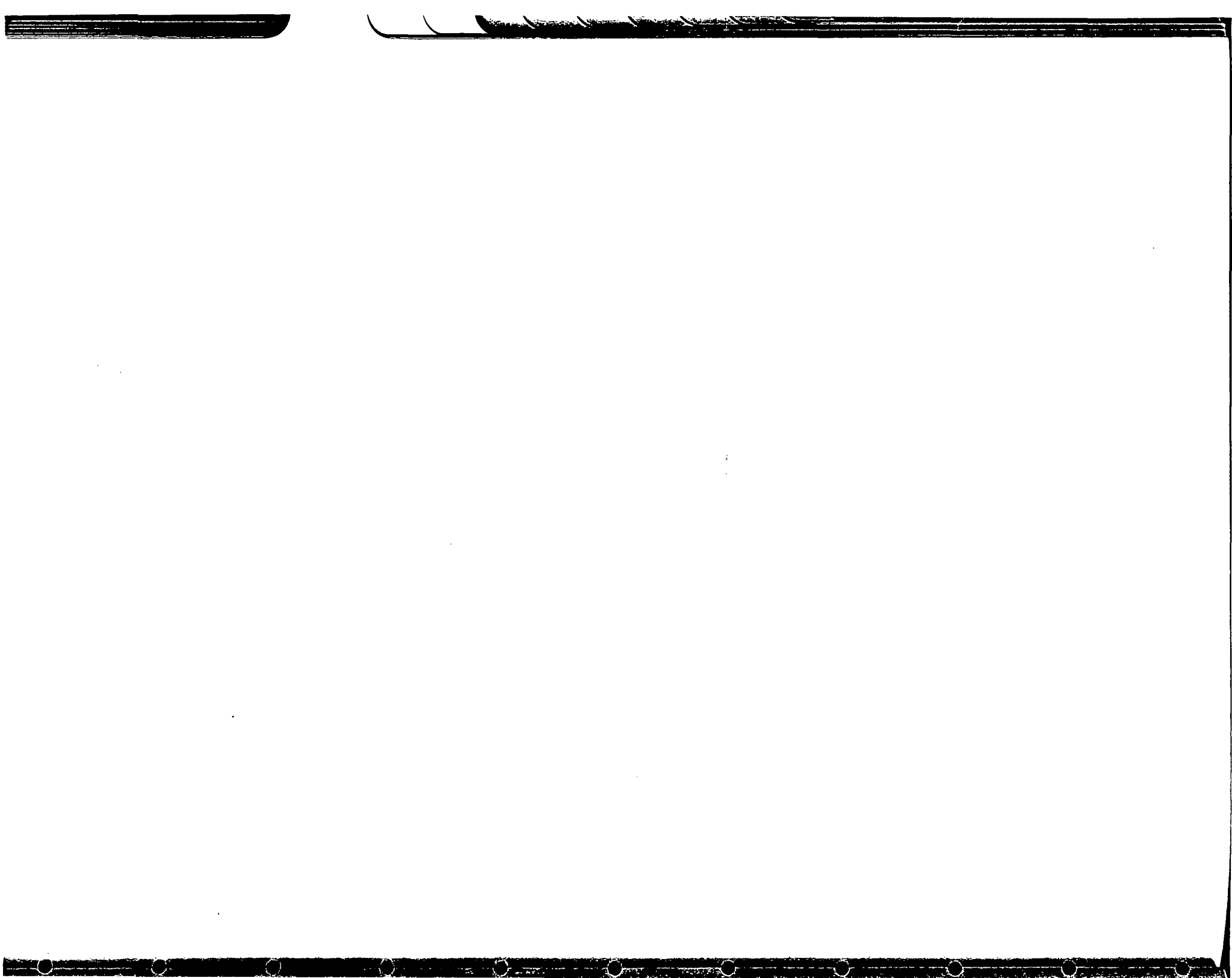
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Secretary

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SUMMARY OF LEASES

GENERAL OFFICE

Page 1 of 2

LESSEE	DATE OF FIRST LEASE	DATE OF PRESENT LEASE	PERIOD (YRS.)	FROM:	TO:	MONTHLY RENTAL	PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
California Research Corporation	1/1/64	1/1/64	6 Months	1/1/64	6/30/64	\$500.00	On new improvements and equipment inst. by lessee.	Yes	Bldg. 4-122 at Pt. San Pablo.
Chemwest, Inc. (Formerly United Chemetries, Inc. - assigned 8/31/61 fr. Parr Industrial Corp.)	6/3/55	7/31/62	1 Yr. 11 Mo.	8/1/62	6/30/64	\$1750.00	Amounts over 1953/54 Tax Assessments.	Yes	Lauritsen Canal (Bulk Dock Area) Bldgs. 216, 223, 223A & 225.
Del Monte Fishing Co.	2/28/56	3/1/61	5 Yrs.*	3/1/61	2/26/66	\$ 225.00**	On new improvements and equipment inst. by lessee.	Yes	Land and bldg. 4-138 and dock at Pt. San Pablo. *Option to renew for additional 10 years. **Plus fish tolls \$.20 per ton 1st 5,000 tons and \$.10 per ton on additional tons annually.
Del Monte Fishing Co. (Assigned 6/28/60 from A. Inlach DBA Edible Fish Meals)	7/10/35	4/5/63 (Ltr. of Ext.)	1 Yr.	6/11/63	5/31/64	\$ 115.00*	On new improvements installed by lessee.	Yes	7,490 sq. ft. and wharf including bldgs. 4-131, 4-132, 4-134. *Plus raw fish tolls \$.20 per ton 1st 5,000 tons and \$.10 per ton on additional tons. Plus \$.15 per ton on fish products.
Howard and Sons Company	6/22/34	6/21/62 Amend. d. 9/20/63	10 Yrs.**	7/1/62 10/1/64	9/30/64 6/30/72	\$ 800.00* \$1000.00	On new improvements	Yes	Tank station, Pt. San Pablo. *Plus tolls - \$.05 per ton on Kellogg property. **Option for additional 5 years. Additional parcel to tank station (1.955 ± acres).
J. C. Freese Company (Assigned 8/31/61 from Parr-Industrial Corp.)	11/22/50	8/17/60 (Ltr. of Ext.)	3 Yrs.	6/1/60	5/31/65	\$ 250.00	Yes	Yes	1.6 acres land Parr Canal Area.
Golden Eagle Refining Co.	6/16/59	6/18/59	10 Yrs.	2/15/60	2/15/70	\$8661.70	Taxes levied on materials stored.	Lesser	3 tanks total 203,720 bbls. 3 tanks total 4,161 bbls. Total 207,881 bbls. at \$.50 annually.
Goodrich, Henry	3/15/62	1/3/64 (Ltr. of Ext.)	1 Yr.	1/15/64	1/1/65	\$ 100.00*	On new improvements installed by lessee.	Yes	*Moss Landing- plus additional fish tolls.
Independent Lenderer, Inc. (Keneta Kiezi)	2/25/55	1/14/77 (Ltr. of Ext.)	10 Yrs.	2/25/65	4/30/77	\$ 180.00 \$ 200.00	On new improvements installed by lessee.	Yes	Portion of bldg. 4-136 (approx. 11,625 sq. ft.) Pt. San Pablo.
Kaiser Aluminum & Chemical Corporation	11/5/63	11/5/63	6 Months	11/5/63	4/1/63	\$ 271.00	Taxes levied on materials stored	Yes	Bldg. #3 (Santa Inez Fisheries Bldg.) at Moss Landing, County of Monterey.
Wanda Deaton P.	10/1/63	10/1/63						Yes	"Red House" 65 ESE Parr Blvd.



PARR-RICHMOND TERMINAL COMPANY

SUMMARY OF LEASES

GENERAL OFFICE

Page 2 of 2

LESSEE	DATE OF FIRST LEASE	DATE OF PRESENT LEASE	PERIOD (YRS.)	FROM:	TO:	MONTHLY RENTAL	LESSEE TO PAY:		DESCRIPTION OF LEASEHOLD
							PROPERTY TAX	MAINT. REPAIR	
The Pacific Molasses Co.	6/15/29	5/3/62 (Ltr. of Ext.)	10 Yrs.	1/1/63	12/31/72	*	Yes	Yes	11,352 acres Pt. San Pablo. *Rental based on \$.05 per. 2,000 lbs. of all molasses handled.
Petrof Trading Company	4/1/55	11/29/57	Mo. to Mo.	12/1/57	-	\$ 100.00	No	Yes	Bldg. 4-104, Pt. San Pablo.
Petrowest, Inc.	4/11/63	4/21/63	10 Yrs.	6/9/63	6/6/73	\$ 300.00	Yes	Yes	1.36 acres at Terminal No. 1.
Presswood, William		2/14/62	Mo. to Mo.	2/17/62	-	\$ 45.00	No	No.	White house - 550 Parr Blvd. San Pablo. 1st two months free rent for painting house.
Scott, Jolus R.	5/16/62	5/1/62	Mo. to Mo.	5/1/62	-	\$ 50.00*	No	No	Boat berthing in northern end of Lauritzen Canal. *Dillings cancelled per letter of J. P. Cox dated 1/29/63 - until further notice.
Transit Tank Company (see lease of land under terminal operations)		7/1/59 (w/ A. endjents Loc. 1,2,63.)	15 Yrs.	7/1/49 3/21/60 2/20/61	3/21/60 12/2/60 6/30/74	\$1350.00 \$2125.00 \$2600.00	Yes	Yes	Tank farm facilities.



## SUMMARY OF LEASES

## GENERAL OFFICE

LESSEE	FEDERAL MARITIME COMMISSION DATA & T-No.	DATE OF LEASE	LESSEE TO PAY:		MONTHLY RENTAL	PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASE
			FROM:	TO:				
Del Monte Fishing	Ltr. 8/10/65 T-1853 NS 8/25/65	8/9/65	3/1/66	2/28/76	\$250.00**	On new Improve- ments and equip- ment installed by lessee.	Yes	Land & Building 4-138 a dock at Point San Pablo. ** Plus fish tolls: 25¢ per ton 1st 5000 tons 15¢ per ton additional to annually.
Forward and Sons Company	Trans Ltr. #8 5/14/64 T-662 S Approved 12/15/64	6/21/62 (Amend. dated 9/20/63)†	10/1/64	6/30/72***	\$1000.00**	On new Improve- ments.	Yes	Tank Station, Pt. San Pablo. ** Plus tolls: 5¢ per ton on Kellogg property. *** Option for additional five years. †Amend. adds additional 1.955 (approx) acres.
Golden Eagle Refining Co.	Trans. Ltr. #10 5/14/64 T-664 NS 7/30/64	6/18/59	2/15/60	2/15/70	\$8661.70	Taxes levied on materials stored.	Lessor	3 tanks total 203,720 bbl. 3 tanks total 4,161 bbl. Total 207,881 bbl. at 50¢ annually.
Godrich, Henry	--	1/3/64 (Ltr. of Ext 1/5/66)	1/15/66	1/14/67	\$100.00**	On new Improve- ments installed by lessee.	Yes	Moss Landing. ** Plus additional fish tolls monthly.

S Subject Federal Maritime Commission approval  
 IS Not Subject Federal Maritime Commission approval  
 IS/c Not Subject Federal Maritime Commission approval condition handle propriety cargo only.



PARR-RICHMOND TERMINAL COMPANY  
SUMMARY OF LEASES

GENERAL OFFICE

LESSEE	FED. MARITIME COMMISSION DATA & T-No.	DATE OF LEASE	FROM:	TO:	MONTHLY RENTAL	LESSEE TO PAY: PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
Independent Renderers, Inc. (Renato Ricci)	Trans. Ltr. #20 5/14/64 T-666 NS 7/30/64	1/14/57 (Amend. 12/1/58)	12/1/58	4/30/77	\$200.00	On new improve- ments installed by lessee.	Yes	Portion of bldg. 4-136 approx. 11,625 sq. ft. Pt. San Pablo.
Jones Stevedoring Corporation	Trans. Ltr. 6/30/66 T-1969 NS	6/30/66	7/15/66	mo. to mo.	\$200.00	No	Yes	3000 sq. ft. of Metal Frame building southerly of Wright Ave. at Bulk Dock.
Kaiser Aluminum & Chemical Corporation	--	9/25/64 (Ltr. of Ext. 4/5/66)	5/7/66	11/6/66	\$275.00	Taxes levied on materials stored.	Yes	Bldg. #3 (Santa Inoz Fish- eries Bldg.) Moss Landing, Monterey County.
Pacific Molasses Co.	Trans. Ltr. #14 5/14/64 T-667 NS/c 10/30/64	5/3/62 (Ltr. of Ext.)	1/1/63	12/31/72	**	Yes	Yes	11,558 acres Pt. San Pablo. ** Rental based on 5¢ per 2000 lbs. of all molasses handled.
Parr Industrial Corporation (See Lease A (Land) under Terminal Operations)	Trans. Ltr. 10/8/65 T-1876 A T-1876 B (consent to subletting) NS 10/19/65	10/4/65 Agree. 10/4/65	10/1/65	3/31/76	\$2600.00	Yes	Yes	Lease B-Tank Farm facilities. Lessee may sublet premises to Union Carbide Corp. (Tanks 3-4-5-6-9-10 removed to other site.)



## PARR-RICHMOND TERMINAL COMPANY

## SUMMARY OF LEASES

LESSEE	FED. MARITIME COMMISSION DATA & T NO.	DATE OF LEASE	FROM:	TO:	MONTHLY RENTAL	LESSEE TO PAY: PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
Petrof Trading Company	Trans Ltr. #16 5/14/64 T-669 NS 7/30/64	11/29/57 (Ltr. of Amend 3/17/64)	12/1/57	Mo. -to- Mo.	\$200.00	No.	Yes	Bldg. 4-104, Pt. San Pablo.
Petromark Inc.	Trans. Ltr. #17 5/14/64 T-670 S Approved 12/14/64	4/11/63	6/9/63	6/8/73	\$300.00	Yes	Yes	1.38 acres at Terminal #1
Scott, John R.	--	5/18/62	5/1/62	Mo. -to- Mo.	**	No.	No.	Boat berthing in northern end Lauritzen Canal. ** Billings cancelled per letter from J. P. Cox dated 1/29/63 until further notice.



REVISED 8/1/66

PARR-RICHMOND TERMINAL COMPANY  
SUMMARY OF LEASES  
TERMINAL OPERATIONS

PAGE 1 of 3.

LESSEE	FED. MARITIME COMMISSION DATA & T-No.	DATE OF LEASE	FROM:	TO:	MONTHLY RENTAL	LESSEE TO PAY; PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
<u>TERMINAL NO. 1</u>								
Gulf Oil Corporation	Trans. Let. 8/4/66 T-1979 NS 8/23/66	8/4/66	5/1/66	4/30/67	\$375.00**	--	Yes	Outer Harbor, Richmond (Pipeline easement) ** Minimum monthly rental based on tariff.
Petromark, Inc.	Trans. Ltr. #18 5/14/64 T-671 S* Approved 12/15/64	4/11/63	6/9/63	8/8/73	\$1200.00	Yes	Yes	Outer Harbor - 2.8 acres at Terminal #1.
Petromark, Inc.	Trans. Ltr. 7/12/65 T-1830 S Approved 7/25/65	6/30/65	9/7/65	8/6/73	\$300.00	On new improve- ments & equip- ment installed by lessee.	Yes	Parcel A 1.3 acres additional
Petromark, Inc.	Trans. Ltr. 12/15/65 T 1900 S Approved 1/10/66	12/14/65	1/1/66	6/1/73	\$400 (Land) \$450 (Tanks) # **	On Improve- ments & equip- ment.	Yes	Land & Buildings, Outer Harbor, Richmond. # Rent to begin 1/1/67 ** Plus guaranteed minimum of 3 throughputs per year, due & payable on anniversary of lease.

\*S - Subject to Federal Maritime Commission approval  
NS - Not subject to FMC approval  
NS/c-Not subject FMC approval condition handle propriety cargo only.



## PARR-RICHMOND TERMINAL COMPANY

## SUMMARY OF LEASES

TERMINAL OPERATIONS

LESSEE	FED. MARITIME COMMISSION DATA & T-No.	DATE OF LEASE	FROM: TO:		MONTHLY RENTAL	LESSEE TO PAY:		MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
						PROPERTY TAX			
<u>TERMINAL NO. 3</u>									
Madsen, Opal	--	9/16/65	10/1/65	9/30/66	\$ 1.00	No		Yes	Cafeteria at Terminal No. 3
Richmond Export Services, Inc.	Trans. Ltr. #27 5/14/64 T-1414 NS 8/31/64	2/1/64	9/1/64	Mo. to Mo.	\$200.00	No.		Yes (except roof & exterior walls)	Warehouse area at Terminal No. 3.
Pacific Vegetable Oil Corp.	Trans. Ltr. #15 5/14/64 T-668 NS 8/14/64	5/15/47	5/15/47	5/14/76	\$1200.00	No.		Yes (except roof & exterior walls)	Land and warehouse north of Terminal No. 3.
Pacific Vegetable Oil Corp.	Trans. Ltr. 10/1/65 T-1874 NS 10/18/65	9/30/65 (License Agrmt)	8/1/65	7/31/71	**	On Improve- ments & equip- ment.		Of Facility	Right of way & easement north of Terminal #3 for Installation mechanical con- veyer. ** Agrees furnish records as to quantities handled over conveyer subject to PRT tariff.
Parr Industrial Corporation (See Lease B- Tank Facilities- under General Operations.)	Trans. Ltr. 10/8/65 T-1876 NS 10/19/65	10/4/65	10/1/65	3/31/76	\$300.00	No.		Yes	Land north and east of Terminal No. 3 Building.



# PARR-RICHMOND TERMINAL COMPANY

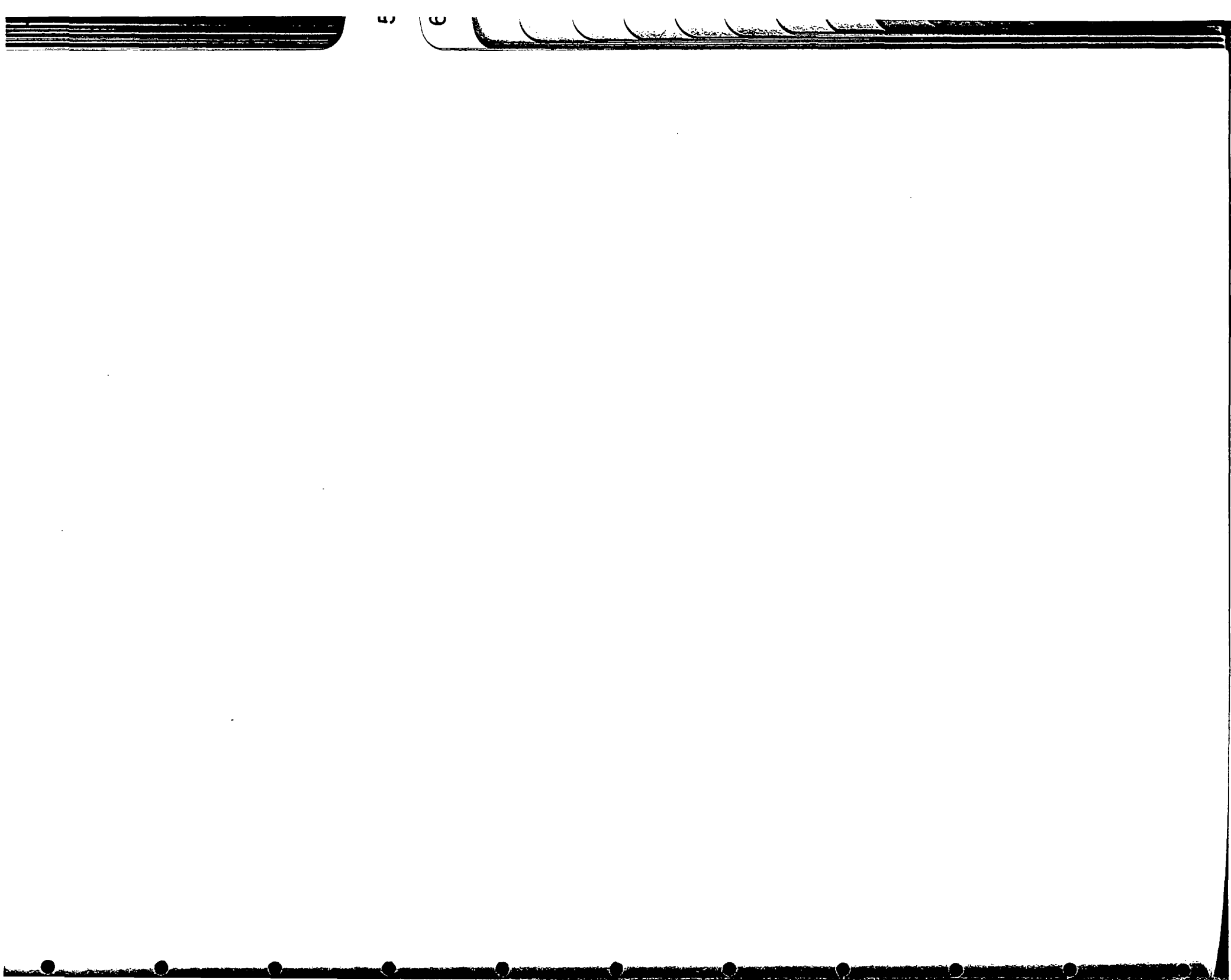
Page 1 of 3

## SUMMARY OF LEASES

### TERMINAL OPERATIONS

LESSEE	FED. MARITIME COMMISSION DATE & T-No.	DATE OF LEASE	FROM:	TO:	MONTHLY RENTAL	LESSEE TO PAY: PROPERTY TAX	MAINT. REPAIR	DESCRIPTION OF LEASEHOLD
TERMINAL NO. 4								
Dal Monte Fish- ing Co.	Trans. Ltr. 8/10/65 T-1853 NS 8/25/65	7/30/65	9/1/65	8/31/75	\$650.00**	(1) on add'l improvements (2) Lessee to pay any increase in possessory interest taxes.	Yes	Bldgs. 4-120, 122, 124 Pt. San Pablo. ** Plus wharfinger charges c 25¢ on 1st 5000 tons and 15¢ on additional tonnage.
Golden Gate Fishing Co.	Trans. Ltr. #11 5/14/64 T-665 NS 7/30/64	3/9/65 (Ltr. Ext. 4/5/66)	4/7/66	4/6/67	\$200.00**	(1) on new im- provements (2) Lessee to pay any increase in pos- sessory interest taxes.	Yes	Bldg. 4-102, Pt. San Pablo. ** Wharfinger charges (raw fish) 20¢ per ton 1st 5000 tons; 10¢ per ton additional quantities annually.
Baer, Mrs. Lenora	—	6/7/66 (Ltr. of Ext.)	7/1/66	6/30/67	**	No.	Yes	Building at Terminal No. 4 Restaurant ** Rental waived for installation equipment.
Independent Renderers Inc.	Trans Ltr. #13 5/14/64 T-666A NS 10/30/64	3/9/65 (Memo of Agrmnt)	3/9/65	Mo. to Mo.	\$100.00	Yes	Yes	Building 4-106, Pt. San Pablo
Richmond Oil Storage Terminals Inc.	Trans. Ltr. #19 5/14/64 T-672 S Approved 12/15/64	8/31/62	1/1/63	6/30/72***	\$125.00**	On additional improvements	Yes	1.18 acres Pt. San Pablo. *** Option for 5 year renewal if exercised before 3/1/72. ** Plus annual guaranteed wharfage of \$1000 based on tariff. Revenue split terminal & gen- eral office.







MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS  
OF  
PARR-RICHMOND TERMINAL COMPANY

Pursuant to notice as required by the By-Laws, a special meeting of the Board of Directors of Parr-Richmond Terminal Company was held at the office of the Company, No. 1 Drumm Street, San Francisco, California, on Tuesday, December 21, 1965, at 11:00 A.M.

The following Directors were present:

William J. Ball  
Fred Parr Cox  
John Parr Cox  
Mrs. Vera Parr Cox

O. H. Ritter Jr.  
Karl C. Weber

Director Frank Domingo was absent.

The announcement of a quorum was made by the Secretary.

President John Cox announced that this was a special meeting of the Company Directors and was called to order pursuant to notice as required by the By-Laws. A copy of the Call, the Notice and the Certification of Mailing were presented by the Secretary and ordered filed with the minutes.

The minutes of the meetings of August 10, 1965 and October 26, 1965, as corrected, copies of which had been mailed to each director prior to this meeting, were unanimously approved as mailed.

Director O. H. Ritter, Jr., Vice President and Treasurer of the Corporation, advised the Board that the program for the sale of substantially all of its assets by Croley Milling Company to Mrs. Adele Burke was progressing satisfactorily and that the transaction should be consummated before the end of the current calendar year. The Board by unanimous action reaffirmed its resolutions adopted at the meeting of October 6, 1965, and instructed the Management of the Company to do all practicable to assure that the transaction is closed and fully completed on or before December 31, 1965.

President Cox then reported to the Board in substantially the following substance:

Calmar Steamship Corporation, a subsidiary of Bethlehem Steel Corporation, of Sparrows Point, Maryland, is desirous of moving steel products, weighing up to 28 tons each, from Sparrows Point to the Bethlehem plant in Richmond. We have been in contact with them for some time relative to this program. On Friday, the 17th, Mr. Dudziak, our Traffic Manager, and I went to Sparrows Point, Maryland, at their request, to discuss with the officials of Calmar the basis of a proposed contract to provide a terminal facility for this movement at Berth A of the Bulk Cargo Terminal. In the event this program is brought to fruition, we shall be required to perform as set below:

Berth A will be given a new deck capable of handling lift trucks with a 40 ton load. We will extend Berth A approximately 135 feet beyond the present structure of Berth A and construct a warehouse of approximately sixty thousand square feet including office space and utilities. We will also be required to provide laboratory facilities for longshoremen and a certain amount of parking space. In return for providing this facility, Calmar proposes to guaranty tonnage over said facility of 270,000 tons per year over six years, or 250,000 tons over five years but not less than 160,000 tons during any one year. They have agreed that at the end of the first three years of this proposed contract that they will notify us whether this contract will run for a total of five years or be extended for a total of six years. Our services will be limited to the furnishing of the terminal and wharfing services for which we will receive wharfing and "use of facility" charges. They are also hopeful of developing additional tonnage of general cargo. They are currently handling paint, glass and other construction items. Calmar proposes to do all their own checking and stevedoring and we provide no labor, only terminal services for which we will be compensated at our tariff rates.

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The primary investment will be in the rehabilitation of the facility which will be handled by the Gerrick portion of J. H. Pomeroy. We have a rough budget figure in the neighborhood of \$700,000, which with additions will probably go to \$800,000. The basic general financial plan has been approved by our banks.

The Calmar attorneys are currently reviewing our agreement as a preliminary to drawing the contract after which it will be sent to us for our consideration. Of course, after the approval of all the parties concerned, the final contract will be subject for the approval of the Federal Maritime Commission.

It is important to note that our arrangement with Calmar is the granting to it of a preferential berth assignment, but not exclusive rights to the terminal area.

After discussion, and motion by Director Fred Cox, second by Director Karl Weber, the following resolution was unanimously adopted:

RESOLVED: that the acts of the President and Management of the Corporation in connection with the proposed use by Calmar Steamship Corporation of Berth A at the Bulk Cargo facility on the basis outlined to the Board be, and the same are hereby ratified, confirmed and approved, and the President and officers of this Corporation are hereby authorized, empowered and directed to do and take such actions, steps and proceedings and to execute and deliver such documents and papers, for and on behalf of the Corporation, as may be necessary, required, or desirable in connection with the consummation of such arrangements and the financing in relation thereto.

Mr. Cox then announced to the Board that the Company had received from Richmond Planning Commission a permit to establish a scrap yard and processing plant at Parr Canal, subject to certain conditions.

President Cox further stated that eviction proceedings had been started against Chemwest Inc., for failure to pay their rent, but that in the meantime Chemwest Inc., had filed in bankruptcy and that now we would have to proceed through the Bankruptcy Court.

He further stated that he foresaw that the financial position of the Company would be very tight over the next several years if the program that we are undertaking at Berth A and for other general work is effectuated. He asked Director Ritter, Treasurer, to comment.

Mr. Ritter stated that the financing of the Calmar proposed facility construction would require a loan of \$800,000 at 6% for seven years and that over the six years of the proposed contract the amount received would just service the loan with no additional reserve cash.

There being no further business to come before the meeting, the meeting was adjourned.

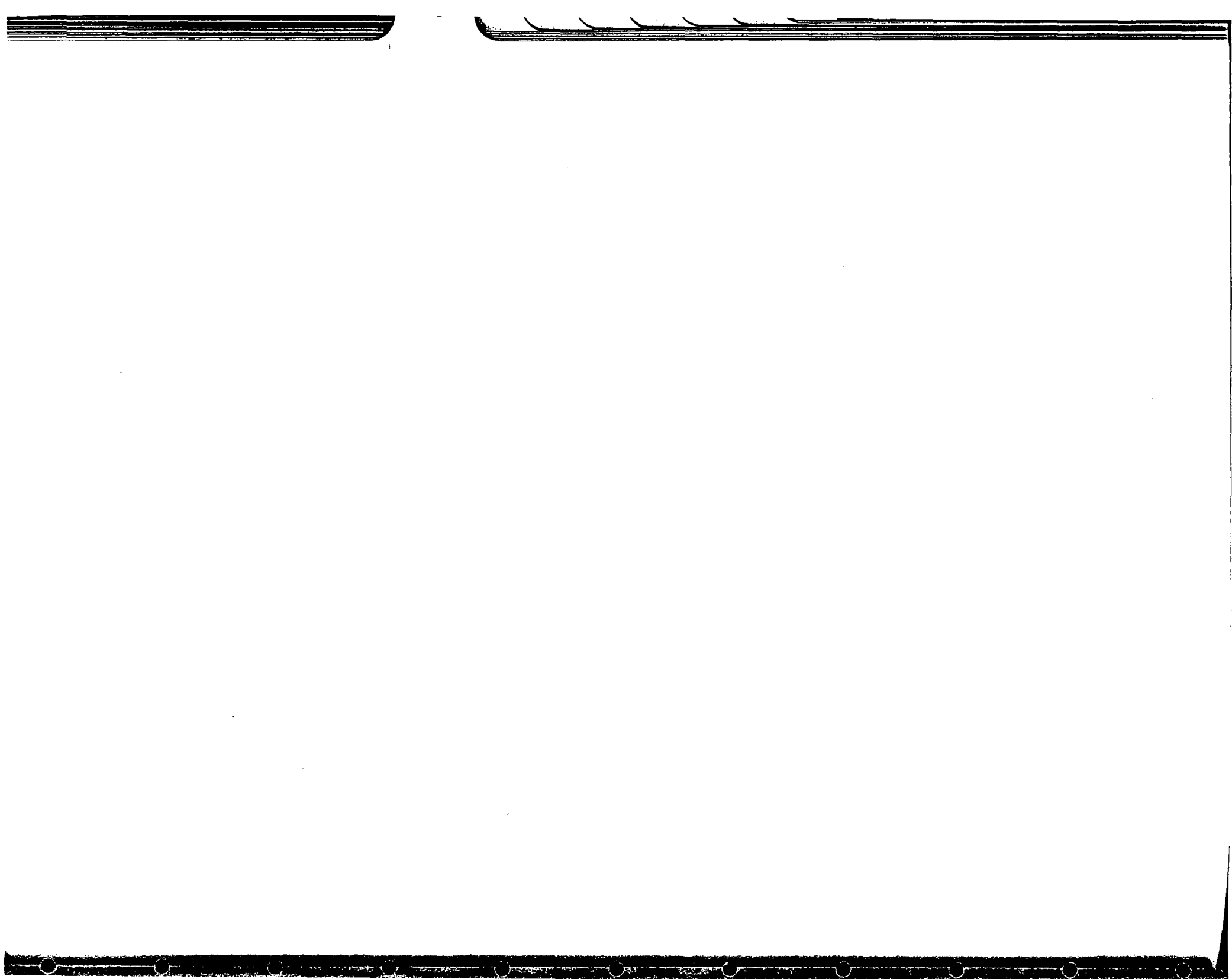
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Secretary

Approved:

040560482







paid 12-10-65  
Cala  
Dep. Clerk

1 THACHER, JONES, CASEY & BALL  
2 310 Sansome Street, Room 1100  
3 San Francisco, California  
4 Telephone: 981-1434  
5 Attorneys for Plaintiff

FILED  
DEC 10 1965

W. T. MARCH, County Clerk  
RICHMOND  
A. GUEULETTE

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7  
8 IN AND FOR THE COUNTY OF CONTRA COSTA

9  
10  
11 PARR-RICHMOND TERMINAL COMPANY  
12 Plaintiff,  
13 vs.  
14 CHEMWEST, INC., DOES ONE, TWO  
15 and THREE,  
16 Defendants

NO. R-12837  
COMPLAINT  
(Unlawful detainer, rent  
and damages)

17  
18 I

19 Plaintiff, Parr-Richmond Terminal Company, is the owner  
20 the real property hereinafter referred to. Plaintiff, Parr-  
21 Richmond Terminal Company, is a corporation organized and doing  
22 business under the laws of the State of California. Defendant,  
23 Chemwest, Inc., is a corporation organized and doing business  
24 under the laws of the State of California.

25 II

26 The true names or capacities, whether individual,  
27 corporate, associate, or otherwise, of defendants, DOES ONE,  
28 TWO and THREE, are unknown to plaintiff, who therefore sues  
29 said defendants by such fictitious names, and will ask leave  
30 to amend this complaint to show their true names and capacities  
31 when the same have been ascertained.

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III

The real property, the possession of which is the subject of this action and of which defendants hold possession is situated within the County of Contra Costa and State of California.

IV

On or about June 25, 1964, Plaintiff leased to defendant, Chemwest, Inc., by written lease, a copy of which is attached hereto and the terms of which are incorporated herein by reference as if fully set forth herein (Exhibit A), for the purpose of conducting the business of dealing in chemicals, insecticides and related products, the premises located on the west side of South Fourth Street, opposite 600 South Fourth Street, Richmond, California, at the monthly rental of \$1,650.00, payable on the 1st day of each month commencing July 1, 1964.

V

By virtue of said lease, defendants were in possession of said premises on July 1, 1964, and ever since have been and now are in possession thereof.

VI

By the terms of said lease \$1,650.00 became due and payable on the first day of August, September, October, November, and December, 1965, as rent for each month commencing on those dates. Plaintiff has demanded payment of the same but no part of said rent has been paid.

VII

On December 3, 1965, Plaintiff caused to be served on defendants written Notice To Quit, a copy of said notice is attached, marked Exhibit B, and made a part hereof.

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261870003



1 More than three days have elapsed since the service  
2 of said notice, Exhibit B, and no part of the rent has been  
3 paid, and plaintiff is entitled to possession of the premises.  
4 Defendants and each of them continue in possession thereof,  
5 wilfully and without permission of plaintiff.

6 VIII

7 By the terms of the lease, defendants agreed to pay  
8 a reasonable attorney's fee and court costs if action were  
9 commenced to enforce any condition or covenant of the lease.  
10 \$750.00 is a reasonable attorney's fee for the prosecution of  
11 this action.

12 WHEREFORE, plaintiffs pray judgment for:

- 13 1. Reconstitution of said premises;  
14 2. Damages and rent of \$8,200.00 accrued since  
15 August 1, 1965, and for treble said sum;  
16 3. Reasonable attorney's fee in the amount of  
17 \$750.00;  
18 4. Cost of suit;  
19 5. Such other or further orders or relief as  
20 the court deems proper.

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23 Attorney for Plaintiff  
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1 STATE OF CALIFORNIA

2 CITY AND COUNTY OF SAN FRANCISCO

3

4 John Parr Cox, being duly sworn,

5 deposes and says:

6 That he is the President of Farr-Richmond Terminal  
7 Company, plaintiff herein; that he has read the foregoing  
8 Complaint, and known the contents thereof, and that the same  
9 is true of his own knowledge, except as to the matters which  
10 are therein stated upon information and belief, and as to those  
11 matters he believes it to be true.

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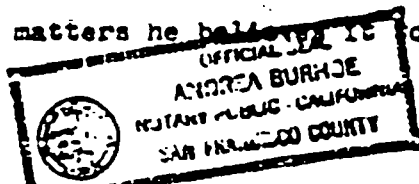
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Subscribed and sworn to before  
me this 10th day of December,  
1965.

Andrea Burdick  
NOTARY PUBLIC in and for the City  
and County of San Francisco, State  
of California.

My Commission Expires Sept. 11, 1968



WITNESSETH

THIS LEASE made this 25th day of June, 1964, by and between PARR-RICHMOND TERMINAL COMPANY, a California corporation, as Lessor, and CHEMWEST, INC., a California corporation as Lessee,

WITNESSETH:

Lessor hereby leases and demises unto Lessee, and Lessee hereby takes and hires from Lessor, upon the terms and conditions hereinafter expressed:

All that certain real property in the City of Richmond, County of Contra Costa, State of California, described as follows:

Portion of Block 50 as shown on the map of Santa Fe, filed in Book E of Maps, Page 102 in the office of the County Recorder of Contra Costa County and a portion of Tide Lot 27, Section 13 and a portion of Tide Lot 6, Section 24, Township 1 North, Range 5 West, Mount Diablo Base & Meridian as shown on Map No. 1 Salt Marsh and Tide Lands, filed June 11, 1917 as Rack Map No. 9 in the office of said Recorder.

PARCEL NO. 1

Commencing at a point on the northerly extension of the most westerly line of that 3.39 acre strip described in deed from Parr-Richmond Industrial Corporation to the City of Richmond for street purposes recorded August 11, 1948 in Book 1272 of Official Records of said county at Page 161, distant thereon South 0° 31' West 74.66 feet from the South line of Cutting Boulevard; thence South 0° 31' West along said northerly extension and said Westerly line 824.42 feet; thence North 84° 55' West 50.54 feet; thence South 5° 05' West 40.37 feet to the southerly end of the main building (Bldg. 223); thence North 84° 55' West 111.83 feet to the southerly projection and along the westerly side of Bldg. 223A 310.5 feet to the north-west corner of said building; thence South 84° 55' East along the northerly line of Bldg. 223A 3.0 feet to a fence; thence North 5° 05' East along said fence 152 feet; thence North 38° 31' East 24.6 feet to the intersection of a fence; thence North 0° 31' East parallel to the easterly boundary of the property 250.2 feet; thence North 48° 31' East 86.7 feet to the intersection with the fence at point of beginning.



Together with the two (2) Ingersoll-Rand Air Compressors located on said premises.

PARCEL NO. 2

That certain building, and the land upon which it stands, situated, lying and being adjacent and immediately to the southerly of the property hereinabove described in and as PARCEL NO. 1 hereof and which said building is more commonly known as Bldg. 125.

All of which said PARCEL NO. 1 and PARCEL NO. 2 is shown as marked in red on the map attached hereto as Exhibit A which is incorporated herein and made a part hereof, which said map is numbered 5Y-81.

EXCEPTING THEREFROM the following Easements:

**EASEMENT FOR RAILROAD TRACKS**

Commencing at a point on the southerly boundary line of the demised premises (Parcel No. 1) North  $84^{\circ} 55'$  West 18 feet more or less from the easterly boundary line of said premises, said point being 10 feet westerly (measured at right angles) from the center line of the existing spur track; thence northwesterly along a line parallel to and distant 10 feet southwesterly (measured at right angles) from the spur track and drill track 475 feet more or less to the northwesterly boundary of said demised premises; thence northeasterly along said northwesterly line 30 feet more or less to a point, said point being 10 feet easterly (measured at right angles) from the center line of said drill; thence southeasterly along a line parallel to and distant (measured at right angles) from the drill track No. 7, 190 feet more or less to the easterly boundary line of said demised premises; thence southerly along said easterly boundary line 370 feet more or less to the southerly boundary line of said demised premises; thence westerly along the said southerly boundary line 25 feet more or less to the point of beginning.

**EASEMENT FOR ACCESS TO WHARF FOR THE PURPOSES OF INGRESS AND EGRESS, MOVING OF VEHICLES, PIPELINES AND UTILITIES.**

Commencing at the northeast corner on the easterly boundary line of the demised premises (Parcel No. 1); thence southerly 418.6 feet from the northeast corner of said premises; thence North  $89^{\circ} 29'$  West 127 feet more or less to the northerly side of an existing 20 foot gate in the fence on the westerly boundary line of said premises; thence southerly along said westerly boundary 20 feet; thence South  $86^{\circ} 29'$  East 125 feet more or less to the easterly boundary line of said premises; thence northerly along said easterly boundary line 20 feet to the point of beginning.



TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. This lease shall continue for a term of Two (2) years commencing the first day of July, 1964, and ending on the thirtieth day of June, 1966.

Any holding over after the expiration of this lease, or after any prior termination of this lease, with the consent of Lessor, shall be construed to be a tenancy from month to month at a rental of Sixteen Hundred Fifty and No/100 Dollars (\$1,650.00) per month, and shall otherwise be on the terms and conditions herein specified so far as applicable.

2. The rent for the demised premises shall be Sixteen Hundred Fifty and No/100 Dollars (\$1,650.00) per month and shall be paid by Lessee in lawful money of the United States of America, without deduction or offset, on the first day of each month during the said term beginning with the first day of July, 1964.

Lessee shall have the right to use the overhead bridge crane located within the "Machine Shop" as long as such crane is allowed to remain there by Lessor, but Lessor shall not be obliged to leave the crane there and Lessor reserves the right to enter upon the demised premises and to remove such crane at any time during the term of this lease without any prior notice to Lessee. If Lessor removes such crane, Lessee shall not be entitled on that account to any reduction in the rent herein agreed upon.

3. The demised premises shall be used by Lessee for business offices and for the purpose of conducting the business of buying, manufacturing, selling, handling, grinding, packaging, storing and shipping, and otherwise dealing in chemicals and insecticides and related products, and Lessee shall not use or permit the demised premises or any part thereof to be used for any other purpose without first securing the written permission of Lessor.



Lessee shall not use the demised premises in any manner which will increase the existing rate of insurance upon the building in which said premises may be located, or which will cause a cancellation of any policy covering said building or any part hereof, nor shall Lessee sell, or permit to be kept, used or sold in or about the demised premises, any articles which may be prohibited by the standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company necessary for the maintenance of reasonable fire, public liability and extended coverage insurance covering said building and appurtenances.

4. Lessee shall, at its sole expense, comply with the requirements of all Federal, State and municipal authorities now or hereafter to become in effect pertaining to the manner in which the demised premises are used by Lessee.

5. Lessee shall not commit, or suffer to be committed, any waste upon the demised premises, or any public or private nuisance, or other act or thing which may destroy the quiet enjoyment of any other tenant whose properties are located in the vicinity of the demised premises.

6. Lessee shall not make, or suffer to be made, any alterations of the demised premises, without the prior written consent of Lessor and any additions to, or alterations of, the said premises, except movable equipment, shall become at once a part of the realty and belong to Lessor.

7. By entry hereunder, Lessee accepts the premises as being in good order, condition and repair, and agrees, at its own expense, to keep and maintain the demised premises in as good order, condition and repair as they were at the commencement of the term of this lease, except for ordinary and reasonable wear and use. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the California Civil Code and also waives all rights provided for by Section 1941 of said Civil Code.



8. Lessor shall have the right to enter the demised premises at any and all reasonable times to inspect the same or to affix signs and notices that may be required by law.

9. Upon the termination of this lease by the expiration of the term hereof or for any other reason, Lessee shall surrender to Lessor the demised premises with all improvements thereon and appurtenances in as good and sanitary order, condition and repair as they were at the commencement of the term of this lease, except for ordinary and reasonable wear and use.

10. Notwithstanding anything herein contained, Lessee shall have the right, provided that Lessee is not then in default hereunder, to remove at its own expense, within thirty (30) days after the termination of this lease, all machinery and equipment installed in the demised premises by Lessee. Lessee agrees to repair at its own expense any damage done to the premises caused by the removal of such machinery and equipment. Any machinery or equipment not thus removed by Lessee, if Lessor so elects, shall become and remain the sole property of Lessor without any obligation on the part of Lessor to compensate Lessee therefor.

11. Lessee shall pay all charges for water, gas, heat, light, power, telephone service and all other such services supplied to the demised premises.

12. Lessee shall not assign this lease or any interest therein without the written consent of Lessor first had and obtained, except that Lessee shall have the right to sublet the demised premises, or any part thereof, to a sublessee acceptable to and approved in writing by Lessor.

13. In the event the taxes on the demised premises shall at any time during the term hereof be increased above those prevailing for the fiscal tax year 1953-1954, whether such increase be caused by a greater



assessed valuation or a greater rate of tax. Lessee shall reimburse Lessor for the amount of such increase, upon demand.

14. Lessor shall be under no obligation to issue to Lessee or others any terminal receipts or other acknowledgments of receipt of goods for goods stored in the demised premises; and Lessee hereby waives all claims against Lessor for damages to any property in, upon or about the demised premises, and for injuries to any person or persons, or death resulting therefrom, in or about the demised premises, from any cause arising at any time except such damage or injuries as may result from Lessor's willful misconduct.

15. Lessee agrees to hold Lessor harmless from any claims of others for death or injury to persons or property resulting from the use of the demised premises by Lessee, or arising from the failure of Lessee to keep the demised premises in good condition and repair as herein provided.

16. If the demised premises are totally destroyed during the term of this lease, or any extension thereof, this lease shall thereby immediately terminate. In case of partial destruction, not exceeding 50 per cent of the demised premises from any cause, during the term of this lease or any extension thereof, Lessor shall forthwith repair the same provided said repairs can be made at a cost of not exceeding Five Dollars (\$5.00) per square foot for the area destroyed, and provided such repairs can be made within sixty (60) days under federal, state or municipal laws and regulations. In such case this lease shall remain in effect, but Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such reduction to be based upon the area destroyed as it bears to the demised premises.

In respect to any partial destruction which Lessor is obligated to repair or may elect to repair, the provision of Section 1932, Subdivision 2, or of Section 1933, Subdivision 4 of the California Civil Code are waived by Lessee.

If this lease be terminated as in this paragraph provided, the



Should Lessor elect to reenter as herein provided, or should Lessor retain possession pursuant to legal proceedings or pursuant to any notice provided for by law, in any other case, Lessor shall be deemed to have reentered the premises, or any part thereof, for all or any portion of the term of this lease, from time to time, without terminating this lease, but without by reason of the breach including the recovery of possession, entitling this lease and recover from the Lessee all damages to any account.

therein and in such case such property may be stored for Lessee's use upon the leased premises and remove all persons and property therefrom, besides other rights and remedies it may have, reenter the premises if it has been given by Lessor to Lessee, then Lessor may, at such default is not cured within ten (10) days after written notice of default or agreement upon Lessee's part herein contained, and if

19. If Lessee shall default with respect to any by notice in writing, Lessor may reenter the said premises. its option terminate this agreement, and when and if so terminated, make an assignment for the benefit of creditors, Lessor may at estate in bankruptcy; but if Lessee should become insolvent, or and in no event shall this lease be or become an asset of Lessee's, come and terminate, and Lessor may reenter the leased premises, by voluntary or involuntary proceedings, this lease shall as once 18. If Lessee shall be adjudged a bankrupt, either Lessee's request.

the premises for any work done or materials furnished thereon as or materialmen's liens of any kind or nature to be enforced against labor thereon, and will not permit or suffer any mechanics' liens to the leased premises, and pay in full all persons that perform 17. Lessee will fully pay for all materials furnished

1935 of the California Civil Code.  
rent to be paid by Lessee shall be in accordance with section



remainder of the term to a tenant or tenants satisfactory to it, and at such rental or rentals that it may, with reasonable diligence secure, with the right to make alterations and repairs; and should such rental or rentals actually received during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee agrees to pay such deficiency to Lessor and to pay to Lessor, as soon as ascertained, the cost and expense incurred by Lessor in reletting. Such deficiency shall be calculated and paid monthly. No such reentry or taking of possession of the premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach.

20. Upon execution of this lease Lessee shall furnish Lessor with satisfactory proof that Lessee has procured for the term of this lease Public Liability Insurance and Property Damage Insurance with an insurance carrier satisfactory to Lessor. Said Public Liability Insurance to protect Lessee in amount of not less than \$300,000.00 for one person injured in one occurrence and not less than \$300,000.00 for more than one person injured in one occurrence, and said Property Damage Insurance shall be in the amount of not less than \$50,000.00 for any one occurrence.

21. The waiver by Lessor of any default upon the part of Lessee shall not be construed as a waiver of any other or subsequent default.

22. This lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

23. In the event Lessor shall enforce any of the terms, conditions or covenants of this lease by action at law or in equity, then and in that event Lessee agrees to pay Lessor's costs of court, and such reasonable attorneys' fees as may be set by the court in such action. Lessee further



...for the convenience of Lessor, in the event of any action being commenced by Lessor against Lessee affecting this lease, to consent that such action may be commenced and tried in the County of Contra Costa, State of California, and agrees not to ask for a change of venue to any other county or state.

24. Time is of the essence of this lease.

25. Notices hereunder may be sufficiently served by mailing by registered mail addressed to Lessor at 641 South Fourth Street, Richmond, California 94804, or to Lessee at 1 ~~Crum~~ Street, San Francisco, California 94111, or to such other address as may hereafter be designated in written notice delivered to the other party by either of the said parties respectively.

26. Anything heretofore contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that this lease shall be ineffective until approved under Section 15, Shipping Act, 1916, by the Federal Maritime Commission or until notification is received of its determination that this lease need not be filed with it pursuant thereto, and that upon such approval or notification of such determination by the Federal Maritime Commission this lease shall only thereupon come into force and be effective for the then balance of the term hereof, and to the extent, stipulated and provided by the Federal Maritime Commission, at the rental and upon the terms, covenants and conditions heretofore set out and provided.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, as of the day and year first hereinabove written.

LESSOR (Seal)

FAIR-RICHMOND TERMINAL COMPANY  
By: John R. Cox  
Its President  
By: William J. Bell  
Its Secretary

LESSEE (Seal)

CHEMIST, INC.  
By: Wm. N. Burton  
Its President  
By: A. J. Goodale  
Its Secretary

267870014



NOTICE TO CURE

TO:

CHEMWEST, INC.  
Tenant in Possession

PLEASE TAKE NOTICE, that the rent of the hereinafter described premises for the months of August, September, October, November and December, 1965, amounting to the sum of Eight Thousand Two Hundred Fifty Dollars, (\$8,250.00) which said rent was due in installments of One Thousand Six Hundred Fifty Dollars, (\$1,650.00) on the first day of each of said months respectively under the terms of that certain written lease made and entered into by and between Parr-Richmond Terminal Company, a California corporation, Lessor, and Chemwest, Inc., a California corporation, Lessee, dated June 25, 1964, and under which said Chemwest Inc., holds possession of the said premises, is unpaid.

YOU ARE HEREBY NOTIFIED and required to pay said rent within three (3) days after the service of this Notice upon you, or deliver up possession of the said premises to the undersigned Lessor, Parr-Richmond Terminal Company, or the rent due and unpaid from you, or the undersigned will institute legal proceedings against you to recover possession of the said premises with treble rents and to declare a forfeiture of said lease.

The premises herein referred to are situated in the City of Richmond, County of Contra Costa, State of California, and are more particularly described as follows, to-wit:

1. The premises are situated in the City of Richmond, County of Contra Costa, State of California, and are more particularly described as follows, to-wit:

-1-

EXHIBIT "B"

2618700J5



All that certain real property in the City of Richmond,  
County of Contra Costa, State of California, described  
as follows:

Portion of Block 50 as shown on the map of Santa Fe,  
filed in Book E of Maps, Page 102 in the office of the  
County Recorder of Contra Costa County and a portion  
of Tide Lot 27, Section 13 and a portion of Tide Lot 6,  
Section 24, Township 1 North, Range 5 West, Mount  
Diablo Base & Meridian as shown on Map No. 1 Salt  
Marsh and Tide Lands, filed June 11, 1917 as Rack  
Map No. 9 in the office of said Recorder.

PARCEL NO. 1

Commencing at a point on the northerly extension of the  
most westerly line of that 3.39 acre strip described in  
deed from Parr-Richmond Industrial Corporation to the  
City of Richmond for street purposes recorded August 11,  
1948 in Book 1272 of Official Records of said county at  
Page 161, distant thereon South  $0^{\circ} 31'$  West 74.66 feet  
from the South line of Cutting Boulevard; thence South  
 $0^{\circ} 31'$  West along said northerly extension and said West-  
erly line 824.42 feet; thence North  $84^{\circ} 55'$  West 50.54  
feet; thence South  $5^{\circ} 05'$  West 40.27 feet to the southerly  
end of the main building (Bldg. 223); thence North  $84^{\circ} 55'$   
West 111.83 feet to the southerly projection and along  
the westerly side of Bldg. 223A 310.5 feet to the north-  
west corner of said building; thence South  $84^{\circ} 55'$  East  
along the northerly line of Bldg. 223A 3.0 feet to a fence;  
thence North  $5^{\circ} 05'$  East along said fence 152 feet;  
thence North  $38^{\circ} 31'$  East 94.6 feet to the intersection  
of a fence; thence North  $0^{\circ} 31'$  East parallel to the easterly  
boundary of the property 250.2 feet; thence North  $48^{\circ} 31'$   
East 86.7 feet to the intersection with the fence at point  
of beginning.

Together with the two (2) Ingersoll-Rand Air Compressors  
located on said premises.

PARCEL NO. 2

That certain building, and the land upon which it stands,  
situated, lying and being adjacent and immediately to  
the southerly of the property hereinabove described in  
and as PARCEL NO. 1 hereof and which said building is  
more commonly known as Bldg. 225.

All of which said PARCEL NO. 1 and PARCEL NO. 2 is  
shown as marked in red on the map attached hereto as  
Exhibit A which is incorporated herein and made a part  
hereof, which said map is numbered SY-81.

EXCEPTING THEREFROM the following Easements:



#### EASEMENT FOR RAILROAD TRACKS

Commencing at a point on the southerly boundary line of the demised premises (Parcel No. 1) North  $84^{\circ} 55'$  West 18 feet more or less from the easterly boundary line of said premises, said point being 10 feet westerly (measured at right angles) from the center line of the existing spur track; thence northwesterly along a line parallel to and distant 10 feet southwesterly (measured at right angles) from the spur track and drill track 475 feet more or less to the northwesterly boundary of said demised premises; thence northeasterly along said northwesterly line 30 feet more or less to a point, said point being 10 feet easterly (measured at right angles) from the center line of said drill; thence southeasterly along a line parallel to and distant (measured at right angles) from the drill track No. 7, 190 feet more or less to the easterly boundary line of said demised premises; thence southerly along said easterly boundary line 370 feet more or less to the southerly boundary line of said demised premises; thence westerly along the said southerly boundary line 25 feet more or less to the point of beginning.

#### EASEMENT FOR ACCESS TO WHARF FOR THE PURPOSES OF INGRESS AND EGRESS, MOVING OF VEHICLES, PIPELINES AND UTILITIES.

Commencing at the northeast corner on the easterly boundary line of the demised premises (Parcel No. 1); thence southerly 416.6 feet from the northeast corner of said premises; thence North  $89^{\circ} 29'$  West 127 feet more or less to the northerly side of an existing 20 foot gate in the fence on the westerly boundary line of said premises; thence southerly along said westerly boundary 20 feet; thence South  $80^{\circ} 29'$  East 128 feet more or less to the easterly boundary line of said premises; thence northerly along said easterly boundary line 20 feet to the point of beginning.

261870017



Dated at San Francisco, California, this 1st day of December, 1965.

PARR-RICHMOND TERMINAL COMPANY

By

  
His President

261870018



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SPECIAL MEETING OF BOARD OF DIRECTORS  
OF  
PARR-RICHMOND TERMINAL COMPANY

Pursuant to written waiver of notice thereof and consent thereto signed by all of the Directors of the corporation, a Special meeting of the Board of Directors of Parr-Richmond Terminal Company was held this 12th day of January, 1966, at 11:00 o'clock in the forenoon of said day at No. 1 Drumm Street, San Francisco, California.

At this meeting the following directors were present:

WILLIAM J. BALL  
JOHN PARR COX  
FRED PARR COX  
VERA PARR COX  
O. H. RITTER, JR.  
KARL C. WEBER  
FRANK PRITCHARD, Honorary Director

Director Frank Domingo was absent.

The announcement of a quorum was made by the Secretary.

President John Cox announced that this was a special meeting of the Company Directors and was called to order pursuant to notice as required by the By-Laws. A copy of the Call, the Notice and the Certification of Mailing were presented by the Secretary and ordered filed with the minutes.

The minutes of the meeting of December 21, 1965, copies of which had been mailed to each director prior to this meeting, were unanimously approved as mailed.

President Cox then asked the Board to consider the payment of a dividend to all stockholders of record on January 10, 1966, and requested the Treasurer, O. H. Ritter, Jr., to present the financial data in this connection.

Vice President and Treasurer Ritter then stated that we had a strong surplus account which would amount to approximately \$3,000,000 at the end of the year. He further stated that an allowance would be made to pay Federal income taxes of approximately \$400,000, that he had a cash balance as of January 12, 1966, of approximately \$230,000 together with a large investment in short term U. S. Government securities. Then he stated that there would be 6,156 2/3 shares of outstanding stock and that a \$5.00 dividend, therefore, would mean a total payment of \$30,783.33. He further noted for the record that the last dividend paid was No. 30, paid on May 14, 1965, on the basis of \$5.00 per share.

After discussion and motion by Director Fred Parr Cox, second by Director William J. Ball, it was unanimously resolved that

WHEREAS, the earned surplus of this Corporation is in such an amount that the Board of Directors deems it advisable to declare a dividend upon the common stock of this Corporation;

040560420



NOW THEREFORE, upon motion of Director Fred Parr Cox, seconded by Director William J. Ball,

BE IT RESOLVED, that a dividend of Five and No/100 Dollars (\$5.00), cash per share hereby be declared upon the common stock of this Corporation payable on the Twenty-sixth day of January, 1966, to the shareholders of record as of the close of business on the Tenth day of January, 1966.

President Cox reported that 1,651 shares of capital stock of the Company are currently held in the Treasury and that it is in the best interest of the Company and the shareholders that they be retired. The record owners, trustees and custodian under the voting trust of January 10, 1958, have consented to the withdrawal of said shares from the voting trust for the purpose of such retirement. Accordingly, on motion duly made by Director Fred Parr Cox and seconded by Director O. H. Ritter, Jr., it was

RESOLVED, that the 1,651 shares of this company, which shares were acquired by this Company from earned surplus and which are now carried as treasury stock, be and they are hereby retired, in accordance with California Corporations Code Section 1709, and henceforth shall be deemed retired for all purposes, being a portion of the authorized unissued stock of this Company, and

RESOLVED, that the officers of this Company be directed to make such changes in the books and financial records and statements of this Company as they with the advice of the Company's accountants may deem appropriate, and

RESOLVED, that the Secretary of this Company be directed to cancel the certificates representing said shares of stock.

President Cox then announced to the Board that the sale of the assets of Croley Milling Company had been consummated on December 30, 1965. Director Ritter then pointed out to the Board that the assets of Croley Milling Company now consists only in cash and that this wholly owned subsidiary of the Terminal Company is now non-operational and should be properly dissolved in the interest of orderly organization so as to take the cash of the subsidiary into the parent company and to eliminate the expense of further maintaining Croley Milling Company. After discussion and upon motion by Director Ball, second by Director Ritter, it was unanimously

RESOLVED, that the officers of this corporation and each of them be and they hereby are authorized, empowered and directed to take all steps and proceedings and to execute and deliver all requisite documents and papers for the earliest practicable winding up and dissolution of Croley Milling Company with all of the assets being acquired by the Terminal Company and the liabilities thereof assumed by it.

President Cox then reported to the Board in substantially the following substance:

At our last meeting we discussed the arrangement with Calmar and the officers of the Company were authorized to continue negotiations. We have been doing that and we have now submitted the documents to Calmar for signatures. These papers will have to be reviewed by the Legal Departments of both Calmar and Bethlehem and of course the deal is not effective until approved by the Federal Maritime Commission. However, we will go into the engineering phase of the work now and when approved by the Federal Maritime Commission will let the construction contracts.

040560421



Richmond Export Corporation at Terminal No. 3 has been nominated as an official off-dock containerization center. The household goods business will be double in two years and I expect the container business will be tripled.

We are in the process of having executed by the Santa Fe and Southern Pacific documents which will deliver title to track from the railroad companies at \$2.00 a foot for approximately 1,400 feet of track.

In addition, we are going to make the track service the railroad scale. I am now considering quotes from various companies for the installation of electronic scale. The scale installed and including the pit will be about \$37,500. It will be located on the property now occupied by Chem West which has gone into bankruptcy. We will have to drive piling under the location which will bring the total to close to \$50,000. After discussion, motion by Fred Parr Cox, second by Director K. Weber, the following resolution was unanimously adopted:

**RESOLVED**, that the officers and management of the Corporation may be and they hereby are authorized, empowered and directed to explore the engineering detail and to let the required contracts for the installation of an electronic railroad track scale on the Company in the vicinity of the property currently occupied by Chem West Inc., in order that this program can be coordinated with and integrated in the Railroad track pattern serving the property of the Company in the vicinity of the Bulk Cargo Terminal, all at the aggregate expense not to exceed Fifty Thousand Dollars, said funds to be allocated from the Treasury Bills held by the Corporation.

President Cox stated further that considerable work had to be done in the future on the realignment of the tracks at the north end of the property. He stated that he would call another meeting as soon as the Calmar business was final because then he wanted to go ahead with considerable more track work in that connection.

Vice President and Treasurer O. H. Ritter, Jr., announced to the Board that Wells Fargo Bank had requested up-to-date signature card on the Payroll (Richmond) Account. Upon motion by Director William J. Ball, second by Director O. H. Ritter, Jr., the following resolution was unanimously adopted:

**RESOLVED**, that Wells Fargo Bank be, and it is hereby selected as a Depositary of the funds of this Organization, and that President and Treasurer of this Organization be and they are authorized to establish such account, and that checks or drafts withdrawing said funds may be signed by any two of the following:

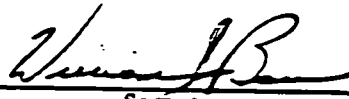
John Parr Cox, President  
O. H. Ritter, Jr., Vice President & Treasurer  
Bert Deckert, Assistant Secretary and Assistant Treasurer  
E. W. Stevens, Assistant Secretary  
Frank Domingo, Richmond General Manager  
Rosemary McCormick, Richmond Office Manager




FURTHER RESOLVED, that Wells Fargo Bank is authorized to honor and pay any and all checks and drafts of this Organization signed as provided herein, whether or not payable to the person or persons signing them; and that checks, drafts, bills of exchange, and other evidences of indebtedness may be endorsed for deposit to the account of this Organization by any of the foregoing or by any other employee or agent of this Organization, and may be endorsed in writing or by stamp and with or without the designation of the person so endorsing.

FURTHER RESOLVED, that the authority hereby conferred shall remain in force until written notice of the revocation thereof by the Board of this Organization shall have been received by said depository at the office at which the account is kept; and that the certification of the secretary or an assistant secretary as to the continuing authority of this resolution and the persons authorized to sign and their signatures, shall be binding upon this Organization.

The meeting was adjourned at 11:45 A.M.

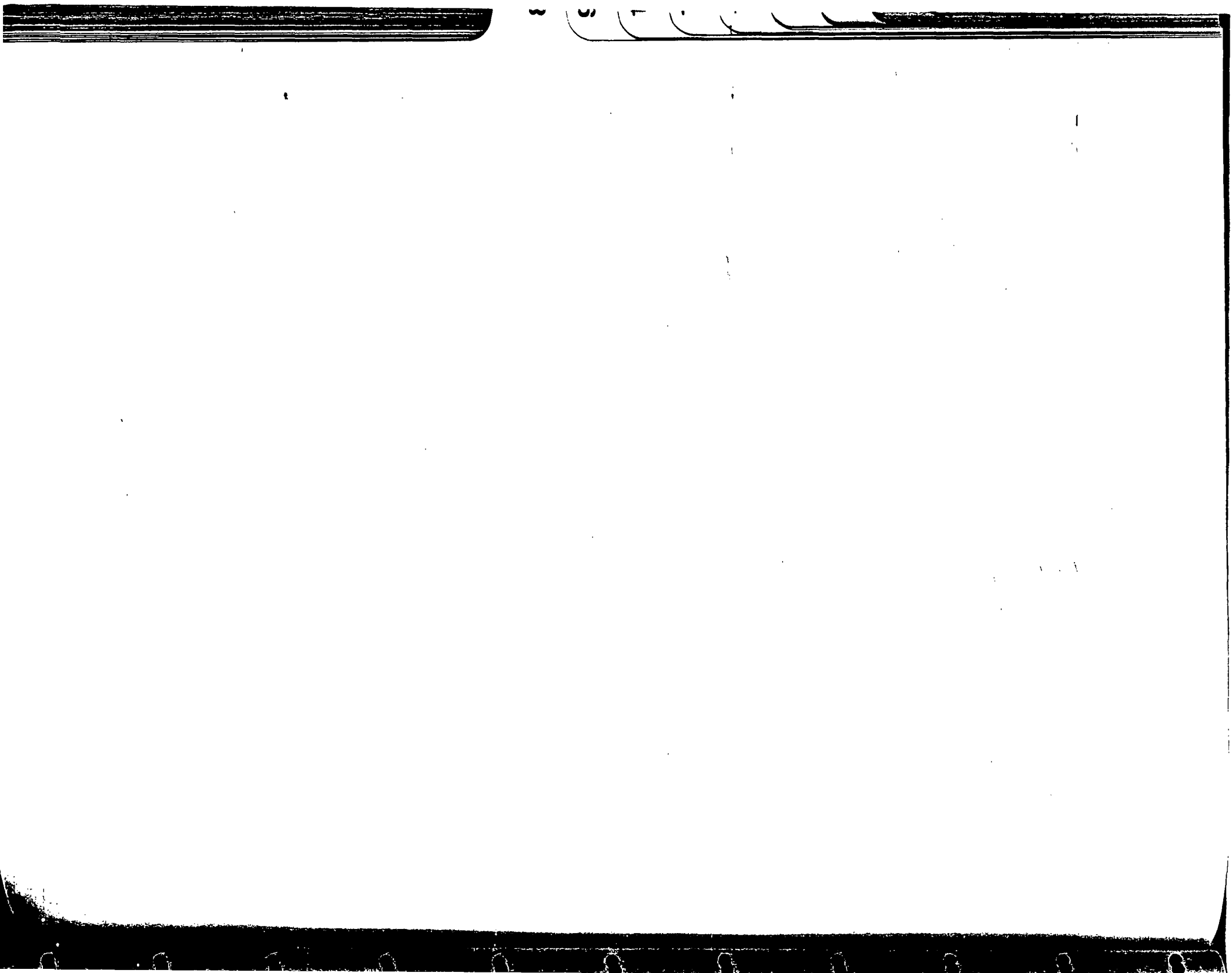
  
Secretary

Approved:

  
January 4, 1966

040560423







IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LEVIN METALS CORPORATION, )  
et al., )

Plaintiffs, )

vs. )

No. C 84 6273 SC

PARR-RICHMOND TERMINAL )  
COMPANY, a dissolved )  
corporation, et al., )

Defendants. )

AND RELATED COUNTERCLAIMS )

PARR-RICHMOND TERMINAL )  
COMPANY, a dissolved )  
corporation, et al., )

Plaintiffs, )

vs. )

No. C 84 6324 SC

RICHARD LEVIN, LEVIN )  
METALS, et al., )

Defendants. )

DEPOSITION OF JOHN PARR COX

Tuesday, January 22, 1985

By NICHOLAS ARACIC, Attorney at Law

VOLUME I

Reported by:  
JILL C. HERRERO  
C.S.R. #4901

RECEIVED

FEB 15 1985

Moore, Clifford, Wells, Larson & Truher

MAJOR DEPOSITION REPORTING SERVICES

444 Townsend Street  
San Francisco, California 94107  
Telephone (415) 495-6633



1 of all, do you recall that name?

2 A I certainly do.

3 Q What was the Heckathorn Company?

4 A Well, the Heckathorn Company was there before  
5 I had anything to do with the Bulk Docks, and I recall  
6 it when I leased the property from the Industrial  
7 Corporation, I leased the area of Berth A and B, and  
8 then Heckathorn was active in that building.

9 Q So, is what you are telling me that the  
10 Heckathorn Company was active in a building on property  
11 owned by Parr Industrial Corporation?

12 A Yes.

13 Q Do you remember the existence of this  
14 building, which is 223 and it looks like 225?

15 A That was the first building constructed by  
16 Bechtel.

17 MR. ALBRECHT: Excuse me. Are you referring  
18 to 225, just to the left of 223?

19 MR. ARACIC: It's actually just to the  
20 south, yes.

21 MR. ALBRECHT: All right. Fine.

22 MR. ARACIC: Q And on the center page  
23 of Exhibit 2, is that Building 223 and 225, which are  
24 in the upper left-hand corner?

25 A Yes. You see there and there, they're up  
26 there.







1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
4

5 LEVIN METALS CORPORATION, )  
6 et al., )

7 Plaintiffs, )

8 vs. )

No. C 84 6273 SC

9 PARR-RICHMOND TERMINAL )  
10 COMPANY, a dissolved )  
11 corporation, et al., )

12 Defendants. )

13 AND RELATED COUNTERCLAIMS )

14 PARR-RICHMOND TERMINAL )  
15 COMPANY, a dissolved )  
16 corporation, et al., )

17 Plaintiffs, )

18 vs. )

No. C 84 6324 SC

19 RICHARD LEVIN, LEVIN METALS, )  
20 et al., )

21 Defendants. )

22 DEPOSITION OF JOHN PARR COX

23 VOLUME II

24 January 23, 1985

25 Reported by:  
26 JILL C. HERRERO  
C.S.R. #4901

RECEIVED  
FEB 15 1985

Moore, Clifford, Wolff, Larson & Truener

MAJOR DEPOSITION REPORTING SERVICES

444 Townsend Street  
San Francisco, California 94107  
Telephone (415) 495-6633



1 A I suspect it might be DDT.

2 Q Okay. Because that's what they were doing  
3 inside that building?

4 A Yes, but more from a smell.

5 Q What did DDT smell like?

6 A Very difficult. Light smell.

7 Q Was it characteristic? In other words,  
8 could you characterize it when you smelled it?

9 A It smelled like a chem lab.

10 Q But, was there an odor that you could recog-  
11 nize as the smell of DDT that you recognized as that,  
12 only?

13 A Well, since it was around that building and  
14 not someplace else, I would assume so.

15 Q But, was it, you know, was it like any chem  
16 lab smells, or was there --

17 A Almost like any chem lab.

18 Q All right. Now, in this picture, Buildings  
19 223/225 are still in existence; is that correct?

20 A That's correct.

21 Q There looks to be a fenced yard.

22 A Yes, there is a fenced yard.

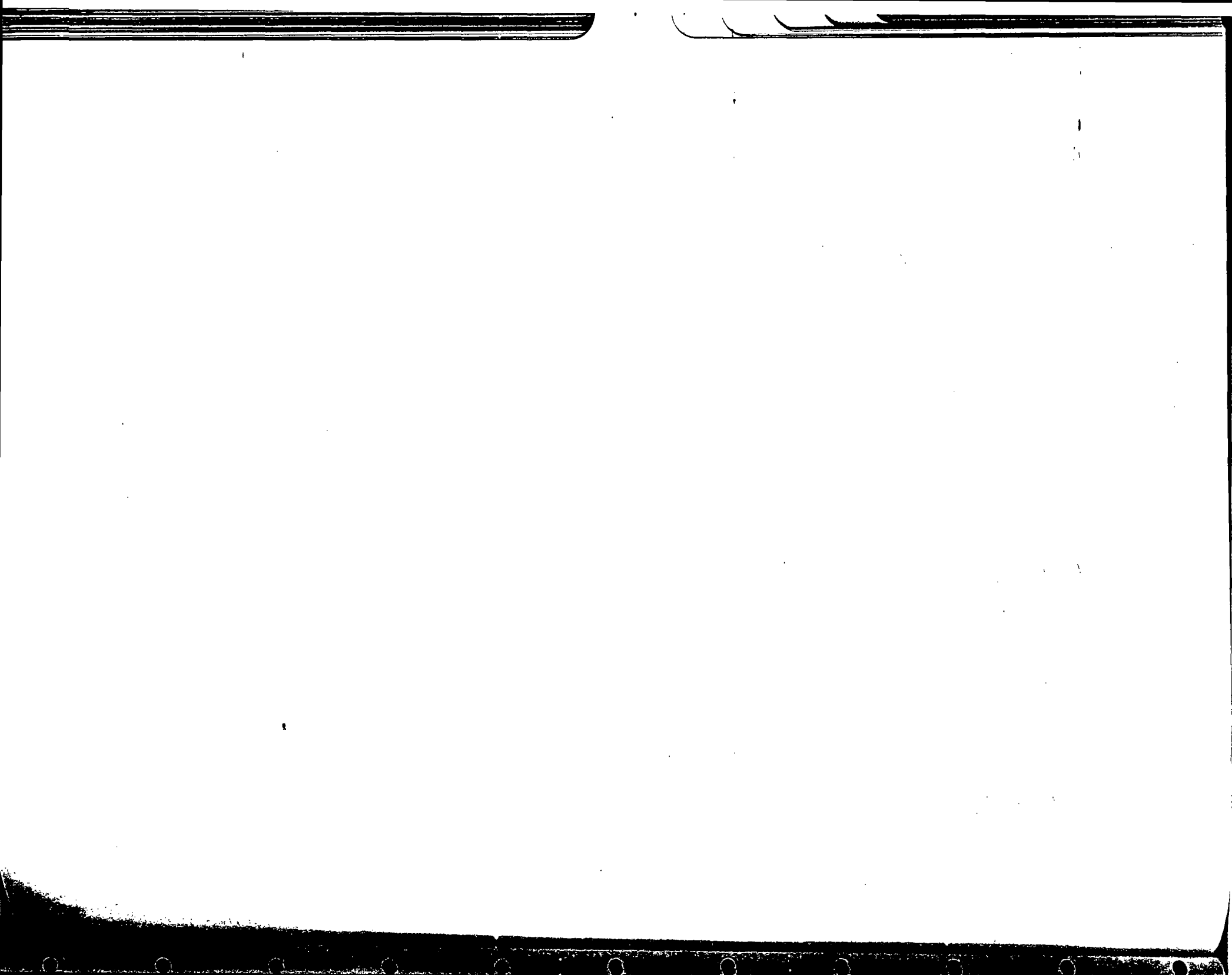
23 Q And that is just south of 225?

24 A Yes.

25 Q What was in that fenced yard?

26 A At one time there were blocks where I had







1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
4

5 LEVIN METALS CORPORATION, )  
6 et al., )

7 Plaintiffs, )

8 vs. )

No. C 84 6273 SC

9 PARR-RICHMOND TERMINAL )  
10 COMPANY, a dissolved )  
11 corporation, et al., )

12 Defendants. )

13 AND RELATED COUNTERCLAIMS )

14 PARR-RICHMOND TERMINAL )  
15 COMPANY, a dissolved )  
16 corporation, et al., )

17 Plaintiffs, )

18 vs. )

No. C 84 6324 SC

19 RICHARD LEVIN, LEVIN METALS, )  
20 et al., )

21 Defendants. )

22 DEPOSITION OF JOHN PARR COX

23 VOLUME II

24 January 23, 1985

25 Reported by:  
26 JILL C. HERRERO  
C.S.R. #4901

RECEIVED

FEB 15 1985

Moore, Clifford, Wolff, Larson & Trutner

MAJOR DEPOSITION REPORTING SERVICES

444 Townsend Street  
San Francisco, California 94107  
Telephone (415) 495-6633



1 my observations, from the outside, began to peter out  
2 or run down. There's -- the product, they didn't seem  
3 to be producing so much. I don't know what he did.

4 Q Do you know where they got their product?

5 A No, except it came in box cars.

6 Q And where would it be unloaded?

7 A There.

8 Q Any place in particular, there? That's a big  
9 building.

10 A No. Sometimes they would run them inside  
11 the building; sometimes they would put them on the outside  
12 truck and unload them.

13 Q Did you ever notice any spillage around  
14 those box tracks?

15 A Sometimes I saw it, yes.

16 Q Did you ever notice what the spillage was?

17 A I assumed it was DDT.

18 Q What did it look like?

19 A A gray gravel or powdery gravel.

20 Q Light colored?

21 A Gray.

22 Q A light gray?

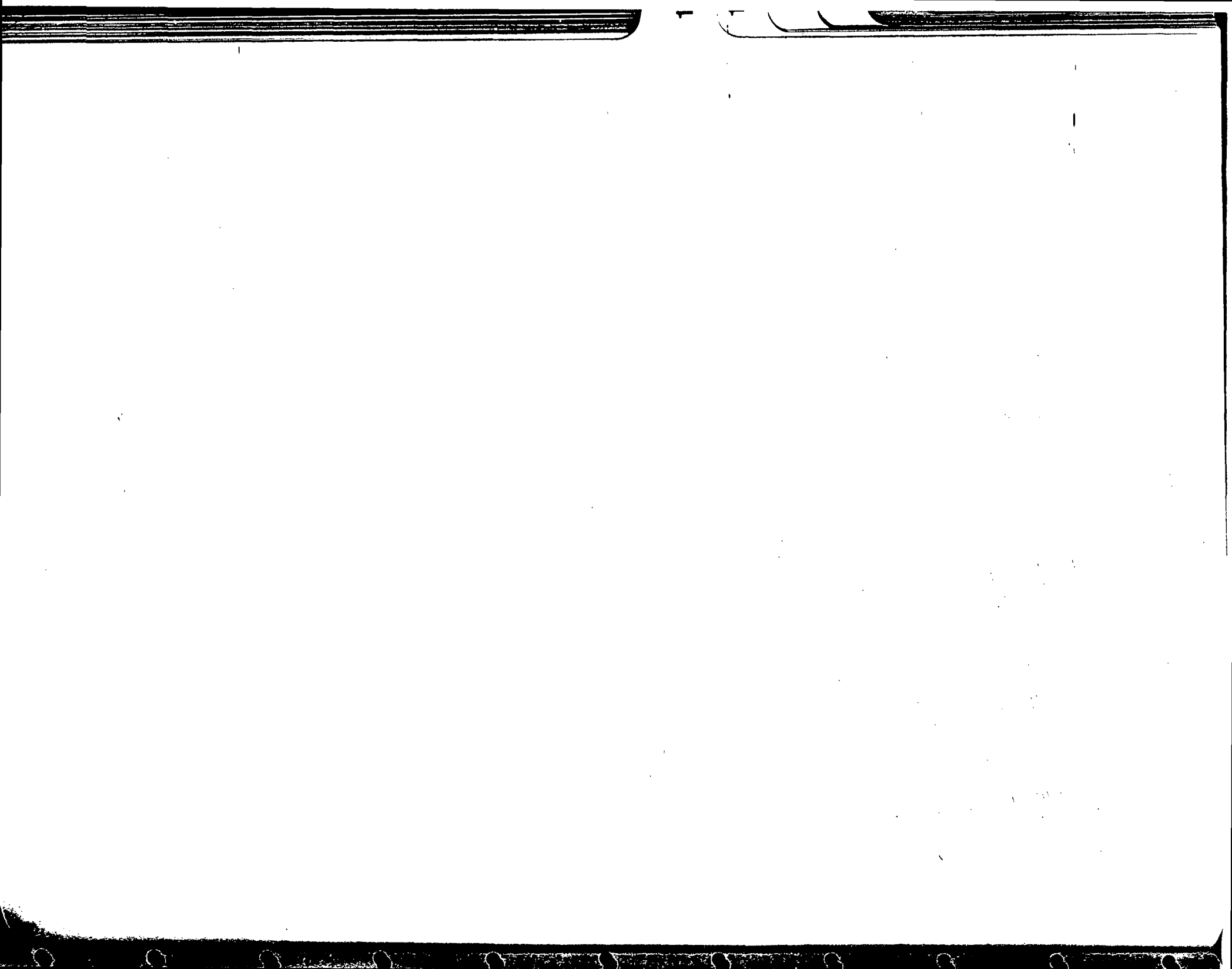
23 A Yes.

24 Q Not like coke or coal?

25 A No, no.

26 Q Did you ever discuss with anyone at the







1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
4

5 LEVIN METALS CORPORATION, )  
6 et al., )

7 Plaintiffs, )

8 vs. )

No. C 84 6273 SC

9 PARR-RICHMOND TERMINAL )  
10 COMPANY, a dissolved )  
11 corporation, et al., )

12 Defendants. )

13 AND RELATED COUNTERCLAIMS )

14 PARR-RICHMOND TERMINAL )  
15 COMPANY, a dissolved )  
16 corporation, et al., )

17 Plaintiffs, )

18 vs. )

No. C 84 6324 SC

19 RICHARD LEVIN, LEVIN )  
20 METALS, et al., )

21 Defendants. )

22 DEPOSITION OF JOHN PARR COX

23 Tuesday, January 22, 1985

24 By NICHOLAS ARACIC, Attorney at Law

25 VOLUME I

26 Reported by:

JILL C. HERRERO

C.S.R. #4901

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1 Q Okay. What other -- or what operations  
2 were conducted by your company on this terminal?

3 A Principally, the handling of so-called  
4 bulk commodities from a rail car or stockpile to the  
5 vessel. The commodities consisted principally of iron  
6 ore, dead burned magnesite, and scrap iron.

7 Q Any other commodities?

8 A Yes, a small amount.

9 Q Do you have a list somewhere or a recollection,  
10 if you have that, of the different kinds of commodities  
11 which were handled on the terminal?

12 A Oh, I wrote down a book, which I gave some  
13 of your people, listing all of the commodities, everything  
14 from logs, coal --

15 Q When did you write this list down?

16 A I wrote the list down about ten, eleven  
17 years ago.

18 Q Where is the book, now?

19 A You people have it, I believe.

20 Q I do? All right. Did you put bauxite  
21 through the terminal?

22 A Yes, and we also used to put coke, and we  
23 did have a couple of cargos of salt. We've handled a  
24 lot of pig iron inbound, pig iron from both India and  
25 China, but mostly India. Manganese, chrome --

26 Q Have you ever handled cargos from Mr.



1 Heckathorn?

2 A No.

3 Q Did you handle cargos for Mr. Heckathorn  
4 at other terminals?

5 A His cargos, his products, always seemed  
6 to go out either by truck or rail car, and I don't know  
7 where they went.

8 Q Let me show you Exhibit 6. That's all  
9 chopped up, and I hope I get a better copy.

10 A This is Terminal 3, all right. There's  
11 my sign up there.

12 Q This appears to be from the Richmond  
13 Independent, Wednesday, March 29, 1961. It was one  
14 of the clippings in your scrapbook.

15 A Yeah, that looks very clear to me. That  
16 was Terminal 3, but I had forgotten all about it. It  
17 was only one time, though. I will tell you that.

18 Q Do you know what he was shipping in 1961?

19 A It says, "India," but I don't know.

20 Q No, that's where. Do you know what he  
21 was shipping?

22 A Chemicals.

23 Q Do you know whether he was shipping DDT?

24 A I would assume that it might be because  
25 that was his activity.

26 Q Let me show you a series of four photographs

**MAJOR DEPOSITION REPORTING SERVICES**

144 Townsend Street  
San Francisco, California 94107  
Telephone (415) 495-6633



11/11/44

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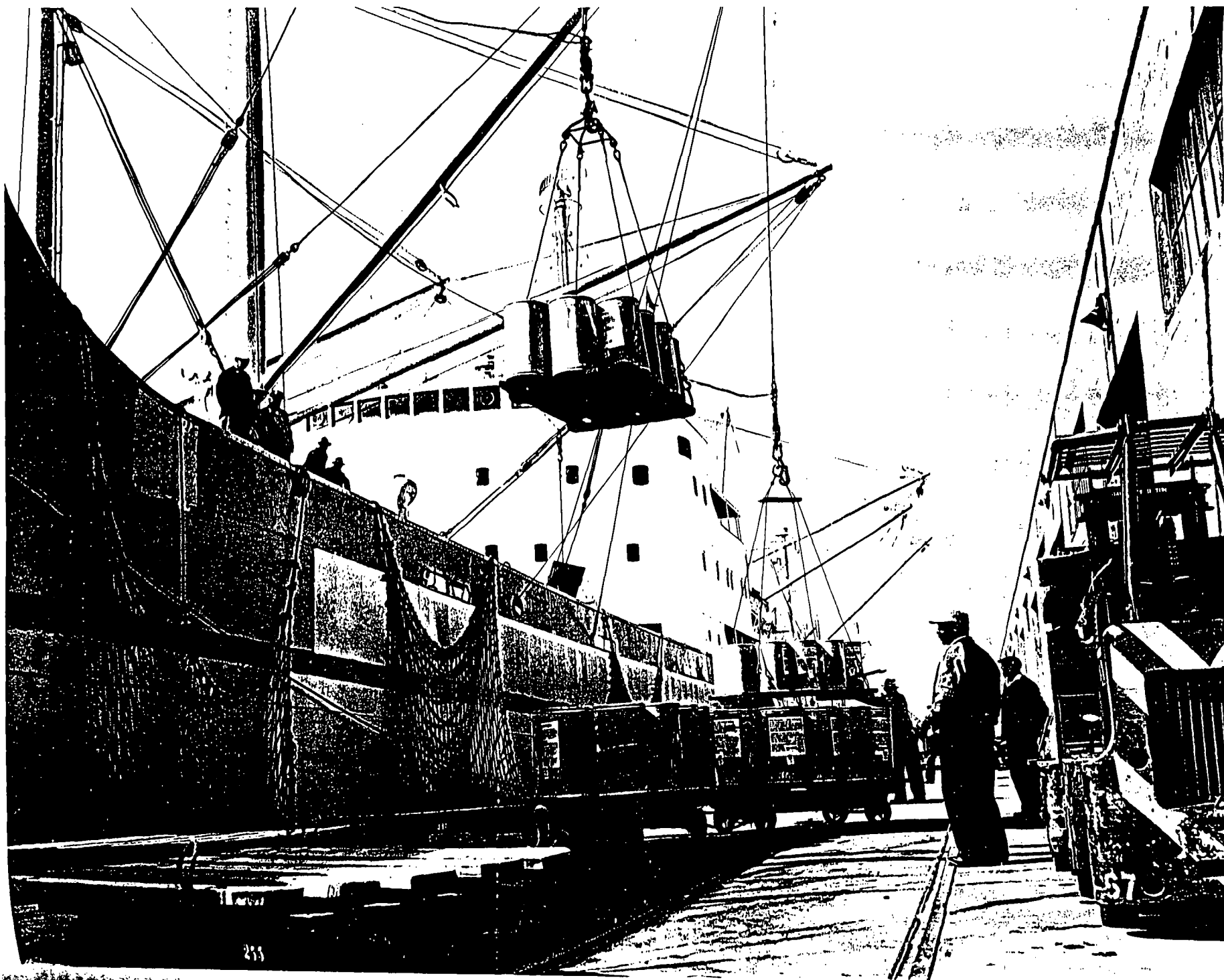
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253

57







**75% DDT WATER DISPERSIBLE POWDER**  
**ACTIVE INGREDIENT:**  
**DICHLORO-DIPHENYL-TRICHLOROETHANE....75%**  
**(MIN. SETTING POINT 89°C.)**

DOT WATER DISPERSIBLE POWDER  
ACTIVE INGREDIENT:  
4-CHLORO-DIPHENYL-TRICHLOROETHANE;  
(SETTING POINT 89°C)

INGREDIENT:  
60% DIPHENYL - TRICHLOROMETHANE  
FREEZING POINT 89°C;

INDIA	UNIT
INDIA	DIC.
INDIA	NTI.
INDIA	QML
INDIA	P%
INDIA	CITY
INDIA	KCM
INDIA	SAL

Y ASSISTANT: 65-00571-43  
AL STORIES: 65-00571-43  
NO. 65-00571-43  
NO. 65-00571-43  
COT WATER: 65-00571-43  
E INFLUENT  
CRO - SUPPLEMENT: 65-00571-43  
SETTING: 65-00571-43

ASSISTANT SGT  
STONES HALL  
NO. 6-7 LAR  
NO. 6-7 LAR  
NO. 6-7 LAR  
NO. 6-7 LAR  
NO. 6-7 LAR  
NO. 6-7 LAR  
NO. 6-7 LAR

[illegible]

**THE**

100

UNITED-HECKATHORN UNITED STATES  
LOT NO. 1 FORMULATED FEB. 1956 CURE 5.0 G  
NET WT. 100 LBS. GROSS WT. 110.5 LBS. KEEP FAR AWAY FROM  
DDT IS A TOXIC SUBSTANCE. KEEP FAR AWAY FROM  
AND EMPTY FOODSTUFF CONTAINERS, STOW AWAY IN  
BOILERS AND BULKHEADS IN A COOL PLACE  
GOVERNMENT OF INDIA, MINISTRY OF HEALTH  
DEPUTY ASSISTANT DIRECTOR GENERAL IN CHARGE  
MEDICAL STORES, MADRAS, INDIA  
CONT. NO. 65-005-2335-1A  
REF. NO. 86-236-00-EI-6201  
75% DDT WATER DISPERSIBLE POWDER  
ACTIVE INGREDIENT:  
DICHLORO-DIPHENYL-TRICHLOROETHANE...75%  
(MIL. SETTING POINT 89°C)

UNITED STATES  
UNITED - HECKATHORN  
LOT NO. 1 FORMULATED FEB. 1954  
NET WT. 100 LBS. GROSS WT. 110 LBS. L  
HDT IS A TOXIC SUBSTANCE. KEEP (LAW)  
AND EMPTY FOODSTUFF CONTAINERS, S  
BOILERS AND BULKHEADS IN A COOL

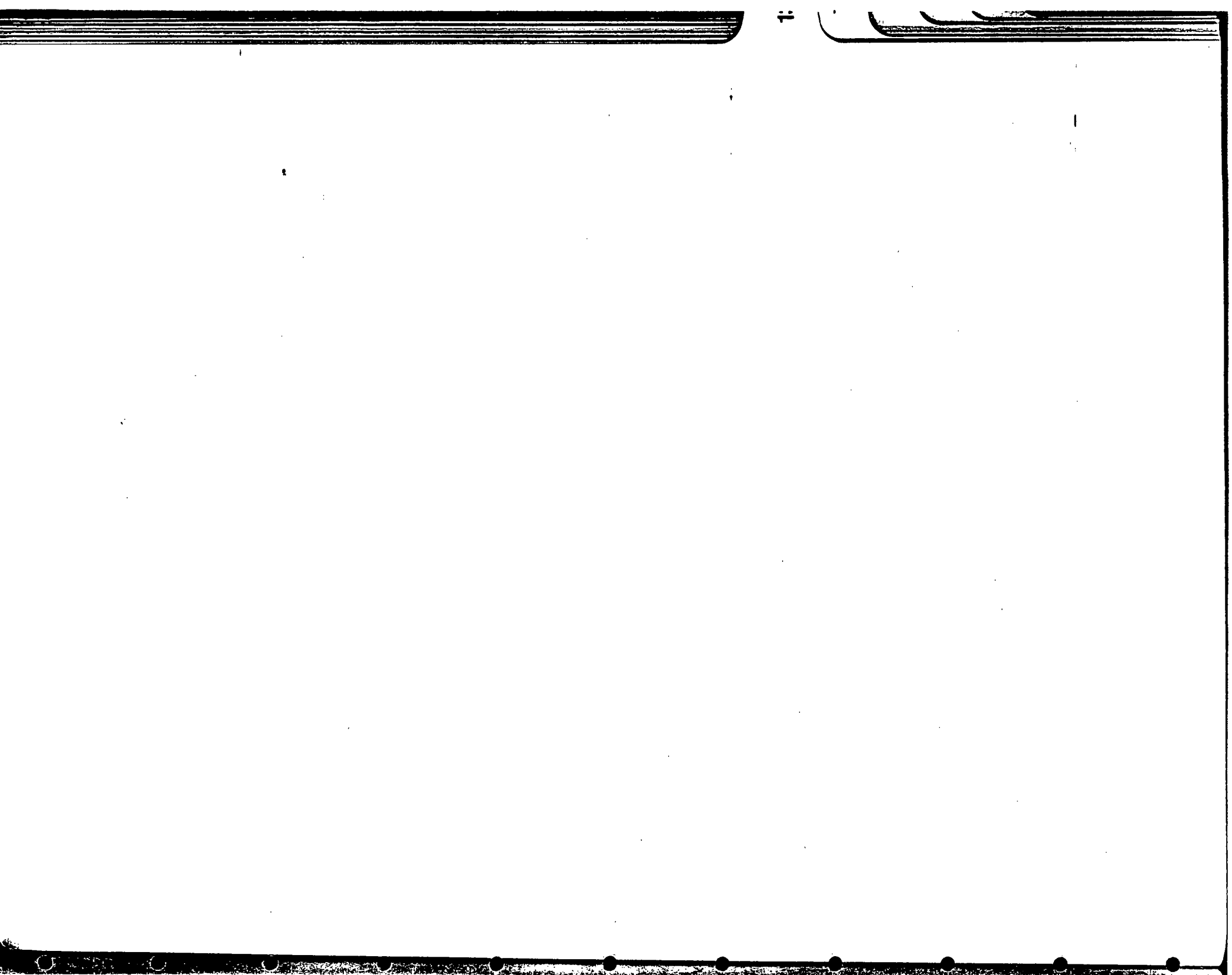
GOVERNMENT OF INDIA, MINISTRY OF HEALTH  
DEPUTY ASSISTANT DIRECTOR GENERAL OF  
MEDICAL STORES, MADRAS, INDIA  
CONT. NO. 63-005-2335-CA  
REQM. NO. 68-236-00-41-6701  
75% DDT WATER DISPERSIBLE POWDER  
ACTIVE INGREDIENT:  
DICHLORO - DIPHENYL - TRICHLOROETHYLENE  
(MIL. SETTING POINT 89°C.)

UNITED - MECKATHORN  
LOT NO. 1 FORMULATED TO FOR  
NET WT. 100 LBS. GROSS WT. 110 LBS.  
DDT IS A TOXIC SUBSTANCE. KEEP IT  
AND EMPTY FOODSTUFF CONTAINERS IN  
BOILERS AND BULKHEADS IN A DRY PLACE

GOVERNMENT OF INDIA, MINISTRY OF  
DEPUTY ASSISTANT COMMISSIONER  
MEDICAL STORES, MADRAS 600 001  
CONT. NO. 63-005-2352-KA  
REQD. NO. 64-234-00-63-03M  
75% DDT WATER DISPERSED FORM  
ACTIVE INGREDIENT:  
DICHLORO-DIPHENYL-TRICHLOROETHANE  
(MUM. SETTING POINT 97°C)

[illegible]







SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

---o0o---

LEVIN METALS CORPORATION, )

et al., )

Plaintiff, )

vs. )

PARR-RICHMOND TERMINAL COMPANY, )

et al., )

Defendants. )

AND RELATED ACTIONS. )

**CERTIFIED  
COPY**

NO. 255836

Deposition of CARL J. BENNIE, taken on  
behalf of Defendants, at 1999 Harrison Street,  
Suite 1800, Oakland, California, commencing at  
10:00 a.m., Monday, December 18, 1989, before  
Harry Schloff, Certified Shorthand Reporter  
3563, pursuant to Notice.

NOON & PRATT BAY AREA

CERTIFIED DEPOSITION REPORTERS

ONE EMBARCADERO CENTER, SUITE 360

SAN FRANCISCO, CALIFORNIA 94111

(415) 362-6666

NOON & PRATT BAY AREA



1 drums that were to be loaded, temporary storage,  
2 off-loading the trucks.

3 Q. Who would off-load the trucks?

4 A. Teamsters.

5 Q. Members of the Teamsters union?

6 A. Yes.

7 Q. Were those Teamsters employed by

8 PRTC?

9 A. For the most part, yes.

10 Q. During the off-loading of the  
11 trucks, did you ever see any drum spill or be  
12 broken open?

13 A. Not that I can recall.

14 Q. Did you ever see any DDT drum spill  
15 or be broken open during the loading operations?

16 A. Yes.

17 Q. Was that a frequent occurrence?

18 A. No.

19 Q. What do you recall seeing?

20 A. I have to elaborate on that to  
21 answer your question.

22 Q. Go right ahead.

23 A. In any operation of that volume,  
24 you have good and bad days, good and bad  
25 stevedores, good and bad Teamsters. We all know

NOON & PRATT BAY AREA



1       this, but it has to be qualified.

2                   It was not frequent, but it would  
3       be difficult to say it was infrequent. Spillage  
4       was very, very minimal, but it did exist.

5           Q.       What would be done with the spilled  
6       materials?

7           A.       You'd send a cooper out to pick it  
8       up. It was accountable back to either us or the  
9       responsible party.

10          Q.       What is a cooper?

11          A.       A cooper is a man that -- torn  
12       sacks, torn bags or -- it's called recoup, make  
13       good.

14          Q.       Would he sweep up the DDT powder  
15       that was on the dock or wherever it was?

16          A.       Yes, indeed.

17          Q.       And what would he do with that  
18       material?

19          A.       He would put it in a good  
20       container, and we'd send it back to the  
21       manufacturer.

22          Q.       Back to Heckathorn?

23          A.       Yes.

24          Q.       Was the dock then hosed down after  
25       he had swept up what he could, or what was done

NOON & PRATT BAY AREA



1 with it?

2 A. No, it wasn't hosed down. Just  
3 sweep it up. That's it.

4 Q. Do you know whether the Teamsters  
5 received extra pay to continue working after a  
6 DDT barrel had broken open?

7 A. No, they did not.

8 Q. There wasn't anything like  
9 hazardous-duty pay?

10 A. Yes, I am very familiar with the  
11 term.

12 MS. FORMANEK: Rick, can I have one piece  
13 of clarification? All of this testimony, it  
14 began with a question about spills during  
15 loading. Was that loading on the ship at  
16 Terminal 1 or 3?

17 MR. RAUSHENBUSH: Yes. That's my  
18 understanding of it.

19 THE WITNESS: Correct.

20 MR. WRIGHT: By the stevedoring  
21 companies?

22 MR. RAUSHENBUSH: He's testified the  
23 stevedoring companies were the ones that loaded  
24 it.

25 Q. Was the cooper employed by PRTC?

NOON & PRATT BAY AREA



1 A. Yes.

2 Q. Do you know whether John Parr Cox  
3 ever visited the warehouse at either Terminal  
4 No. 1 or No. 3 when there was DDT stored?

5 A. Yes.

6 Q. Did you ever discuss loading  
7 operations --

8 A. Yes.

9 Q. -- with John Parr Cox?  
10 Do you recall what he may have said  
11 to you about the loading operations?

12 A. Not so much loading -- there again,  
13 I have to elaborate on this.

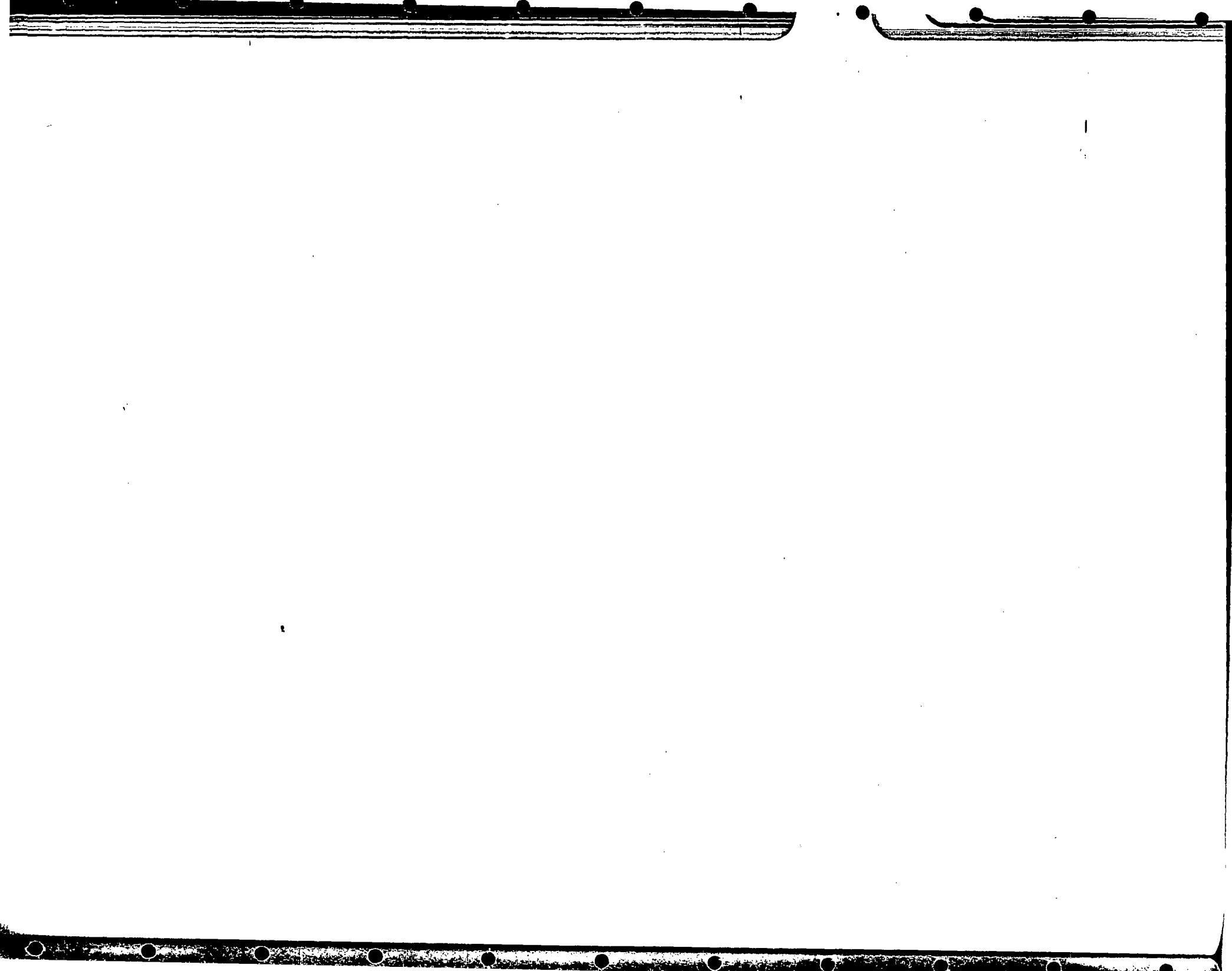
14 Q. Okay.

15 A. Not so much the loading  
16 operations. This was quite different to the  
17 bulk dock, because actually it really didn't  
18 involve us very much, if any, other than the  
19 clerical end of it and furnishing of the men to  
20 supervise it and that type of thing.

21 His biggest concern was -- if I  
22 recall, he had quite a good knowledge of  
23 chemicals, and he's kind of on my case to make  
24 sure it's clean. He was very fussy about the  
25 cleanliness of any of those things, anything

NOON & PRATT BAY AREA







SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

---o0o---

LEVIN METALS CORPORATION, )

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PARR-RICHMOND TERMINAL COMPANY, )

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NOON & PRATT BAY AREA



1 on here. Crane operator with that name, I don't  
2 remember.

3 Q. Does this refresh your recollection  
4 in any way as to when the Heckathorn building  
5 was torn down?

6 A. Not really because they could have  
7 possibly referred to some other building that  
8 was around there. And this could have been done  
9 in '67, but I don't think that it was.

10 Q. So you're just not certain of the  
11 date?

12 A. No, I'm not. No.

13 Q. Did you ever discuss the task of  
14 dismantling the Heckathorn building with John  
15 Parr Cox?

16 A. The task of dismantling the  
17 building? Is that the question?

18 Q. Yes.

19 A. Not that I remember.

20 Q. Did you have any discussion with  
21 John Parr Cox about the precautions you should  
22 take in dismantling the building?

23 A. Vaguely -- back to what we stated  
24 earlier: He was quite fussy about, oh, I don't  
25 know, danger and something being tidy, what have

NOON & PRATT BAY AREA



1     you. I vaguely remember something about having  
2     everything cleaned up, because we'd be working  
3     in the area. As to the detail of that, I don't  
4     remember it.

5             Q.         Immediately before you began to  
6     dismantle the building, do you recall how the  
7     interior of the building looked?

8             A.         It was a mess.

9             Q.         Can you describe what you saw?

10            A.         Well, it was more or less the  
11     normal residue that would settle from an  
12     operation like that over a lengthy period of  
13     time. And all the containers of various things  
14     that you had to dispose of, it was a primary  
15     concern because you don't know what they are,  
16     and you're in there working with it.

17                    So I remember that quite  
18     distinctly, but as to actual conversations as to  
19     how to handle it, I don't recall any at all.

20            Q.         You mentioned that there was --  
21     correct me if I don't restate your testimony  
22     exactly -- that there was residue of a type  
23     you'd expect from that type of operation.

24            A.         Yes.

25            Q.         What exactly did that residue

NOON & PRATT BAY AREA



1 Q. Where did you last know him to  
2 live?

3 A. Near Reno.

4 Q. What was Mr. Aldredge's  
5 responsibilities for demolishing the building?

6 A. At this time, and for a long period  
7 of time, he was the foreman of the crane  
8 operators, crane/dozer operators, Local 3 men,  
9 Operating Engineers.

10 Q. So was he in charge of supervising  
11 Mr. Radke?

12 A. Yes.

13 Q. Immediately before you demolished  
14 the building, did you observe what you believed  
15 to be loose chemicals inside the building?

16 MS. FEORE: Objection. No foundation.

17 THE WITNESS: We removed a lot of the  
18 material out of the building. What it consisted  
19 of would require an analysis, I think. It was a  
20 heterogeneous mixture, a residue you accumulate  
21 over the years.

22 BY MR. RAUSHENBUSH:

23 Q. What exactly did you remove from  
24 the building?

25 A. That's my point exactly. It was



1 boxes, cans, sacks, barrels, bottles. That sort  
2 of thing.

3 Q. Were any of those containers full?

4 A. Yeah.

5 Q. Or half full?

6 A. Yes.

7 Q. Were any of them open? Did they  
8 have any holes in them, or were they sealed?

9 A. The ones I recall were sealed.

10 Q. Where did you take the containers?

11 A. They were put in a large demolition  
12 truck, or trucks.

13 Q. And where were they taken?

14 A. As I remember, they all went to the  
15 Richmond dump.

16 Q. Did you observe any dust inside the  
17 facility?

18 A. Yes.

19 Q. Do you recall the color of that  
20 dust?

21 A. It varied. It varied in color  
22 from, you know, one area to another. No, I  
23 didn't pay any attention to it. Let's put it  
24 that way.

25 Q. Did you observe any dust in the

NOON & PRATT BAY AREA



1       rafters of the building?

2           A.       Yes.

3           Q.       Did you make any effort to clean up  
4       the dust from the rafters?

5           A.       Yes.

6           Q.       What did you do?

7           A.       We swept it off to the floor.

8           Q.       Did you then sweep up what was on  
9       the floor?

10          A.       Yes, indeed.

11          Q.       And was that also taken to the  
12       dump?

13          A.       Yes.

14          Q.       Did you wash down the interior of  
15       the building?

16          A.       There was some washing done. I had  
17       some washing done from the rafters and from the  
18       windows and a few things like that, but it was a  
19       little hazardous climbing around, as I recall.  
20       Also, to minimize dust when they tore it down.

21          Q.       How did you do the washing?

22          A.       Just a spray nozzle on an extension  
23       with some kind of a -- I don't recall. It was  
24       some long extension that we taped the water  
25       hose -- or wired a head to so they could reach.

NOON & PRATT BAY AREA



1 Q. Did you make any effort to collect  
2 the runoff water?

3 A. Yes. It went into an outfall that,  
4 I understand, went into the sewer system, but I  
5 have absolutely no knowledge of -- or very  
6 little knowledge of what the plumbing was, or  
7 virtually none.

8 Q. Did you observe a drain where the  
9 water flowed into?

10 A. It was -- yes, the same drain.  
11 That's the one I was referring to, the same  
12 drain. When they did a washing or anything, it  
13 was, well, graded so that anything that did come  
14 in there would go into this drain, the building  
15 was.

16 Q. This was a drain inside the  
17 building?

18 A. Yes.

19 Q. Do you recall whether this drain  
20 was at the north end or south end of the  
21 building?

22 A. As I recall, there were more than  
23 one, but it was a common drain. That would be  
24 from south to north. Called them sumps. You  
25 know, drain sumps.



1 Q. So to your understanding, there  
2 were various collection points --

3 A. I know there were at least two.  
4 There may have been more going in that  
5 direction.

6 Q. Did anyone tell you to take the  
7 chemicals to the dump?

8 MS. FEORE: Objection. Mischaracterizes  
9 his testimony.

10 BY MR. RAUSHENBUSH:

11 Q. Did anyone tell you to take the  
12 materials you removed from the building to the  
13 dump?

14 A. I don't really recall anyone  
15 specifically telling me that. I rather doubt  
16 it.

17 Q. So you believe that was an idea  
18 that you had on your own, to take it to the  
19 dump?

20 A. It was the normal and, really, only  
21 safe source.

22 Q. Why did you feel that the material  
23 you took from the building should be disposed of  
24 at the dump?

25 A. Well, chemicals indicate potential

NOON & PRATT BAY AREA



1 demolished structures from inside the building  
2 pushed off the concrete floor?

3 A. Not to my knowledge.

4 Q. After the demolished structure was  
5 removed, was the concrete floor washed down in  
6 any way?

7 A. I don't know.

8 Q. Were any particular safety  
9 precautions taken during the demolition?

10 A. None other than what I just  
11 mentioned.

12 Q. The cleaning up beforehand?

13 A. Yes, and the pushing in from  
14 outside to inside for safety reasons.

15 Q. Was the bulldozer operator  
16 instructed to wear a mask or a respirator?

17 A. No.

18 Q. Did John Parr Cox observe the  
19 dismantling process?

20 A. I don't know.

21 Q. Do you recall whether he visited  
22 the bulk terminal while the dismantling process  
23 was going on?

24 A. Not to my knowledge. He may have,  
25 but he might not see me. He knew the operators

NOON & PRATT BAY AREA



1 very well. Slim. So it doesn't mean he did or  
2 didn't, as far as I personally know.

3 Q. Did you report to John Parr Cox  
4 about the completion of the dismantling process?

5 A. No.

6 Q. To whom did you report?

7 A. No one.

8 Q. Was it your idea to knock the  
9 building down?

10 A. No, no. We weren't too heavy on  
11 the reporting side, if you understand what I'm  
12 saying. You're given a job; you do the job,  
13 that particular phase of it. And maybe at a  
14 later date when you have time -- many, many  
15 factors were involved there that you would do.

16 Q. You don't recall who gave you the  
17 assignment?

18 A. No, I don't.

19 Q. Did you ever have any discussion  
20 with John Parr Cox about minimizing  
21 contamination from the dismantling process?

22 A. Yes, but not in that exact context.

23 Q. Can you describe your conversation?

24 A. Yes, and this again is very vague  
25 in my mind.

NOON & PRATT BAY AREA



1           But back to what I stated earlier,  
2 he was quite fussy about cleaning things up and  
3 the safety end of it. I know that he was quite  
4 adamant about cleaning everything out on the  
5 inside because we didn't know what it was. We  
6 weren't sure what it was.

7           And possibly at that time you were  
8 responsible to notify the dump that you had what  
9 you might call hazardous or potentially  
10 hazardous material -- I believe that's the way  
11 they put it -- coming out there. So they would  
12 direct the trucks to this place.

13           I remember something about that,  
14 him saying something about it. What he said  
15 about it, I don't remember. Just he was more or  
16 less warning me or telling me: "Use caution."

17           Q.       Do you recall whether anyone else  
18 was present at this conversation?

19           A.       I don't believe so. I think he  
20 just walked down from the office when he saw us  
21 in the process of cleaning it up, but I wouldn't  
22 pay any particular attention to that. I also  
23 wouldn't remember it very well.

24           Q.       Was Mr. Aldredge there, do you  
25 recall?

NOON & PRATT BAY AREA



1 A. I don't believe so.

2 Q. Based on your previous work in  
3 shipping DDT drums, did you suspect that there  
4 might be DDT in the Heckathorn facility?

5 A. Yes.

6 Q. Did you observe any crystalline  
7 material on the ground around the Heckathorn  
8 facility?

9 MS. FORMANEK: Objection. Vague and  
10 ambiguous.

11 THE WITNESS: As previously stated, I  
12 really wouldn't pay any attention to it, other  
13 than to get it up and get it off. It would all  
14 be dust to me.

15 BY MR. RAUSHENBUSH:

16 Q. Did you make any effort to remove  
17 dirt around the facility?

18 A. No.

19 Q. Do you recall whether you cleaned  
20 up any other area where Heckathorn was believed  
21 to have stored pesticides or chemicals?

22 MS. FEORE: Objection.

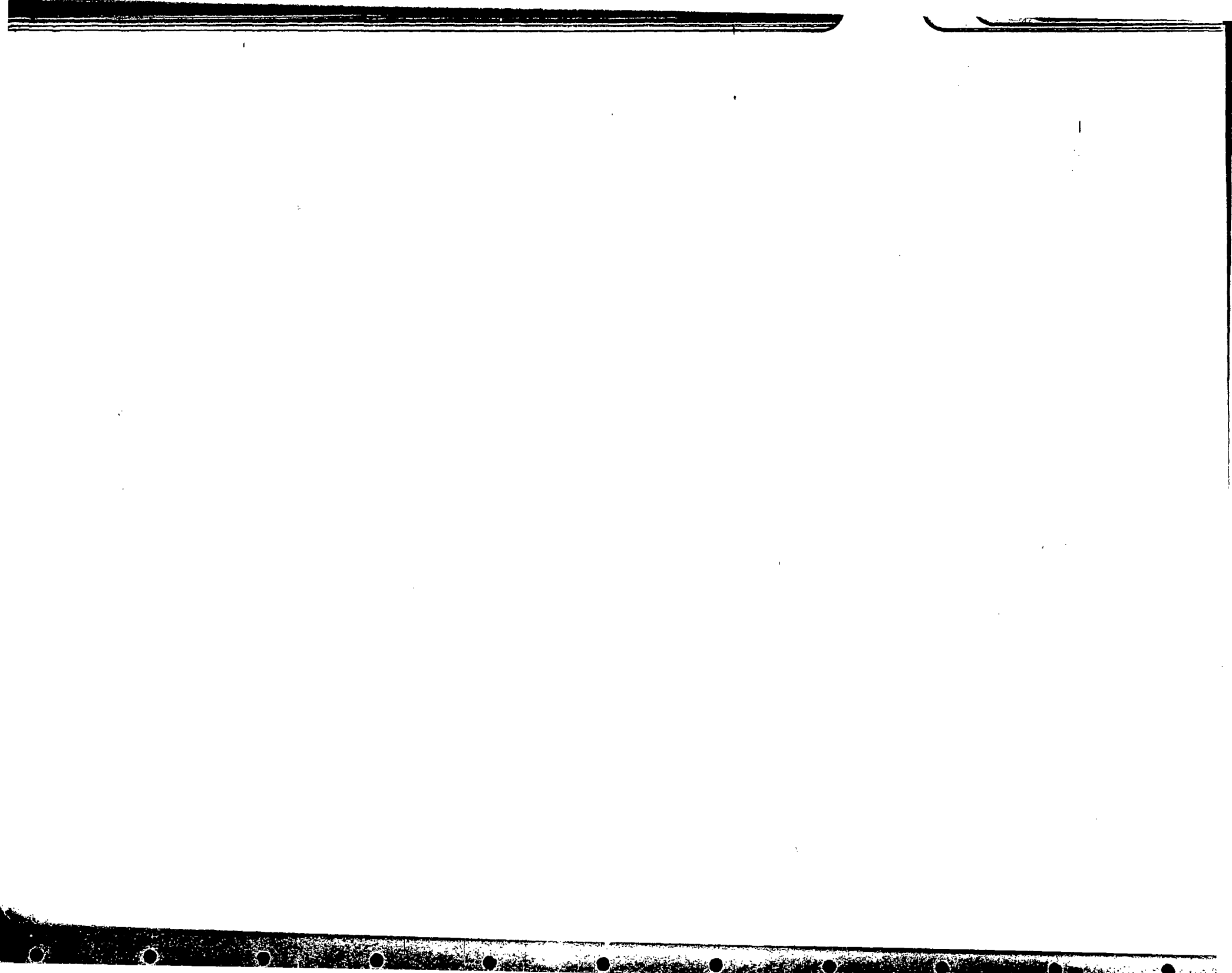
23 THE WITNESS: No.

24 BY MR. RAUSHENBUSH:

25 Q. Looking at Exhibit No. 3 -- No. 3

NOON & PRATT BAY AREA







1 UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

3 ---o0o---

4  
5  
6 LEVIN METALS CORPORATION, et al.,

7 Plaintiffs,

8 vs.

Nos. C846273SC  
C846324SC  
C854776SC

9 PARR-RICHMOND TERMINAL COMPANY,  
10 et al.,

11 Defendants. /

12 AND RELATED COUNTERCLAIMS /

13 AND RELATED CONSOLIDATED ACTIONS /

14  
15 DEPOSITION OF JOHN PARR COX

16 Monday, April 23, 1990

17  
18  
19  
20  
21  
22  
23  
24 Reported by:

25 MONICA JENKINS, CSR 3257

26 Notary Public



1 Q Now, was this the office in the same building where  
2 the Parr-Richmond Terminal and Parr Industrial Corporation  
3 had an office?

4 A No, it was an office within the building. I presumed  
5 it was the old Heckathorn office.

6 Q Was there no window between the office in that building  
7 and the plant floor?

8 A I don't recall.

9 Q Do you recall seeing inside the plant building at all  
10 at that time?

11 A Yeah, I looked in as I went by the open door.

12 Q And you say it was dirty?

13 A Yes.

14 Q Was there dust inside the plant?

15 A Yes, there was dust and dirt and rock. People had  
16 been taking out machinery.

17 MISS WHITEBOOK: I'm sorry. I couldn't hear.

18 MR. MENDELSON: People were taking out machinery.

19 MISS FORMANEK: What was right before "taking out the  
20 machinery"? I'm sorry, we're having a hard time down here.

21 MR. McKAE: Q You said there was dust, dirt and rocks;  
22 is that right?

23 A Yes.

24 MISS FORMANEK: Thank you.

25 MR. McKAE: Q You said people were taking out  
26 machinery. Was there any machinery being moved at that time



1 when you were inside the plant?

2 A I don't recall at the moment.

3 Q Was there still any machinery remaining in the plant  
4 at that time?

5 A Yes.

6 Q Do you have any idea what kind of machinery that was?

7 A The machinery I remember were two big compressors and  
8 three large air receivers.

9 Q Do you have any idea -- Was there any other machinery  
10 besides what you just described?

11 A There was pieces of machinery lying on the floor.

12 Q Did you happen to note whether there were any chemical  
13 residues inside or on the machinery that you saw?

14 A There was residue. Whether it was chemical or not,  
15 I couldn't say. I didn't have any reason to check it out.

16 Q Did you see anything at that time that you recognized  
17 as a chemical dust, as opposed to the kind of dust that  
18 collects in your house if you don't dust for a while?

19 A As opposed to house dust, there was a lot of white dust.

20 Q Did you have any idea what that white dust was at that  
21 time?

22 A I assumed that it was probably some part of the making  
23 of DDT or DDT. I didn't know which. I never knew what they  
24 did in there.

25 Q But you did know that they were involved in processing  
26 the DDT?

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(415) 883-2807



1 A Oh, yeah, that was common knowledge.

2 Q Was there any effort underway at that time to clean  
3 up that plant building?

4 A I wouldn't know.

5 Q After the failure of the Heckathorn business in 1965,  
6 did Parr-Richmond Terminal Company undertake to clean up that  
7 building?

8 A Not to my knowledge.

9 Q Was Parr-Richmond Terminal Company the landlord at that  
10 time?

11 A He became a landlord. Whether it was at that time or  
12 not, I cannot recall.

13 Q Parr-Richmond Terminal Company had been Heckathorn's  
14 landlord for some time prior to their closing down, had it not?

15 A Yes.

16 Q And wasn't Parr-Richmond Terminal Company the landlord  
17 at the time of the failure of that business?

18 A I don't know when it failed, really.

19 Q Okay. All right. At or about the time of the failure  
20 of the business, didn't Parr-Richmond Terminal Company file  
21 suit against, I guess, the businesses known at that time as  
22 Chemwest for nonpayment of rent?

23 A I recall a suit was filed. I didn't handle that.  
24 William Ball, Attorney, did.

25 Q In any event, you have no recollection of an effort  
26 to clean up the property after the closing of the plant; is

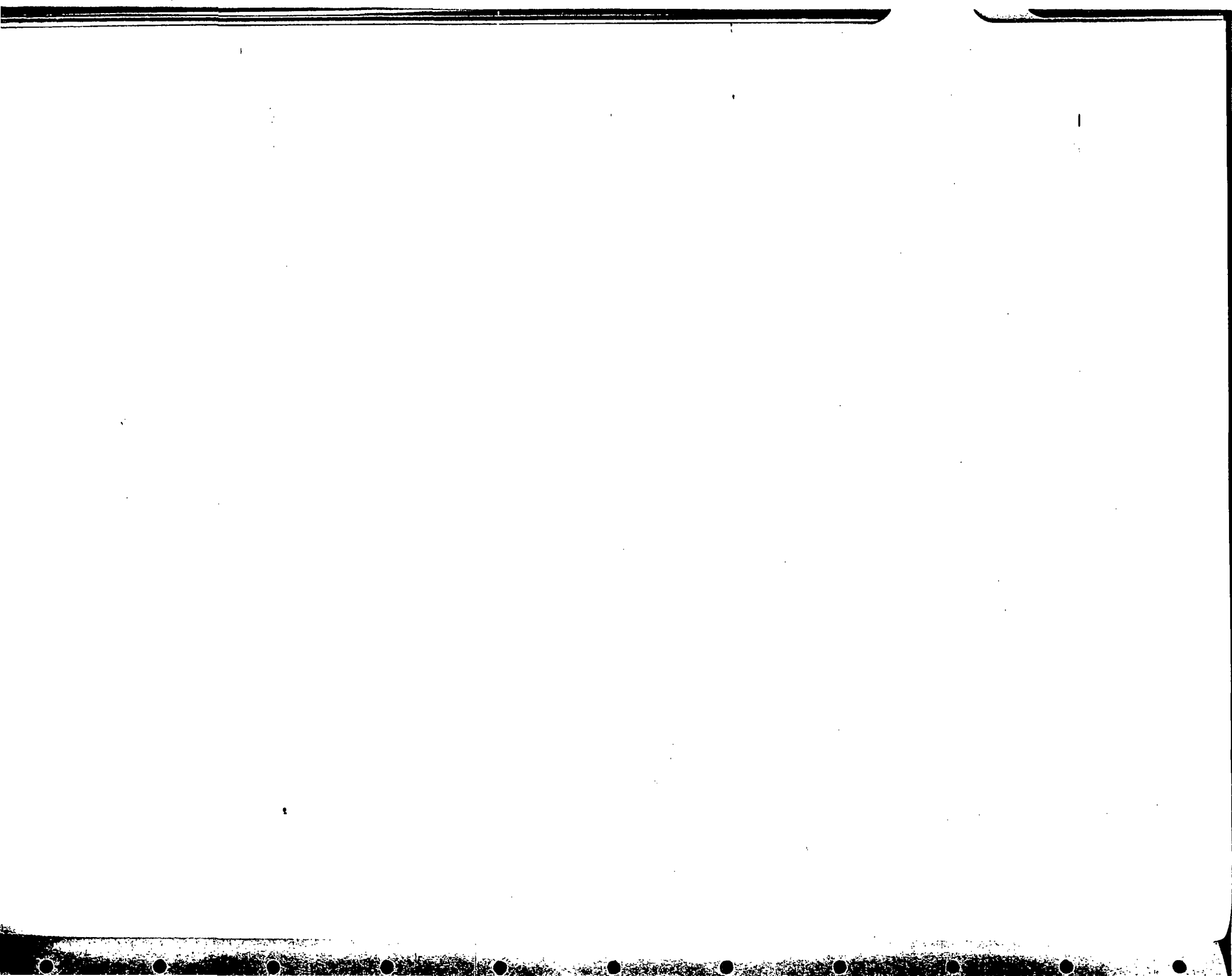
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1 UNITED STATES DISTRICT COURT  
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4  
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6 LEVIN METALS CORPORATION, et al.,

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8 vs.

Nos. C846273SC  
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9 PARR-RICHMOND TERMINAL COMPANY,  
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15 DEPOSITION OF JOHN PARR COX

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1 A A couple of men.

2 Q Do you remember who they were?

3 A One was Gene Heckathorn. Another one was an employee.

4 Q And did they say why you couldn't come in?

5 A They said it was government property.

6 Q Was that the -- Were you trying to go into the building  
7 where they did pesticide processing, or was it the building  
8 where you recall that they were putting together napalm?

9 A No, it was a building where they had pesticides. The  
10 napalm came later. They said the same thing to me.

11 Q Was that on more than one occasion?

12 A No, I didn't bother. I never liked them.

13 Q When you were describing the appearance of the  
14 Heckathorn building this morning, you commented a couple of  
15 times that it looked like a small cement plant.

16 A Yeah.

17 Q And I was wondering what it was about it that looked  
18 like a cement plant.

19 A There was what appeared to be cement dust around the  
20 building.

21 Q White powdery dust?

22 A Uh-huh.

23 Q Like you would see around a cement building?

24 A No.

25 Q Anything else that reminded you of a cement plant?

26 A No.

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(415) 883-2807



1 Q When you said that, I was sort of thinking about that  
2 big paper bag that they package cement in, and I was wondering  
3 if you saw packages like that which reminded you of cement.  
4 I don't know if they still package it that way.

5 A No.

6 Q What was it about this dust that was so noticeable?

7 A Light colored.

8 Q Light colored? So it really stood out on the ground?

9 A Not really, but stood out.

10 Q Stood out enough so that you would remember it?

11 A Yes.

12 MISS FORMANEK: Okay. I don't have any further  
13 questions at this time. Thanks.

14 MR. BENZIAN: I just have a few, and if you can hear  
15 me all right, Mr. Cox, I'll ask them down here.

16 THE WITNESS: Sure.

17

18 EXAMINATION BY MR. BENZIAN

19 MR. BENZIAN: Q Excluding any communications you've  
20 had with any of your lawyers, have you had any conversations  
21 or any communications with anyone regarding the subject matter  
22 of this lawsuit since the last session of your deposition?

23 A No.

24 Q Are you a member of the Sierra Club?

25 A No.

26 Q Have you ever been?







COPY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF CONTRA COSTA

LEVIN METALS CORPORATION,  
LEVIN-RICHMOND TERMINAL  
CORPORATION,

Plaintiffs,

vs.

Number 255836

PARR-RICHMOND TERMINAL COMPANY,  
et al.,

Defendants.

AND RELATED CROSS-ACTIONS.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LEVIN METALS CORPORATION,  
et al.,

Plaintiffs,

vs.

Numbers C 84 6273 SC  
C 84 6324 SC  
C 85 4776 SC

PARR-RICHMOND TERMINAL COMPANY,  
a dissolved corporation,  
et al.,

Defendants.

DEPOSITION OF CHARLES DANIEL ALDREDGE

Taken on Friday, January 12, 1990, at 10:14 a.m.

Location: Comfort Inn, 1185 Admiral Callaghan Lane  
Vallejo, California

Reporter: Laurie Murray, C.S.R.  
Certificate No. 2752

(ALDREDGE) -..



1 Q. And anyone that would come into the area would  
2 have to stop at that gate and get approval from the guard?

3 A. Yes.

4 Q. So you said when the Fish and Game wardens would  
5 come out to check the bulk dock area, they would have to  
6 stop at the guard gate?

7 A. I would say that -- if nothing else, they would  
8 slow down, because it was obvious to Walker who it was, and  
9 they'd just drive in. He'd wave at 'em and they'd go on in  
10 and park.

11 Q. So would the guard have to check with someone in  
12 the office to get approval to let the Fish and Game wardens  
13 into the property?

14 A. No. It wasn't that tight.

15 Q. Other than the fertilizer conveyor in the  
16 Heckathorn building, after Heckathorn stopped its  
17 operations, did PRT use the building for any other purposes?

18 A. Not that I know of.

19 Q. And you said you don't recall the building  
20 actually being torn down, but at some point before you  
21 terminated your employment with Parr-Richmond, do you recall  
22 that the site was flat, with no building there?

23 A. You got me thinking now. I'm still wondering if  
24 that building was torn down after I left or before I left.

25 Q. So you don't recall ever seeing the site without  
26 a building.

(ALDREDGE) ...



1           A.     Well, yes, I seen it without a building, because  
2 I worked right across the street, but I don't remember  
3 tearing that building down. I just do not. I'm blacked out  
4 on that. I don't recall a thing about that building.

5           Q.     So while you were working at Parr-Richmond  
6 Terminal, you don't recall seeing the site without a  
7 building on it.

8           A.     Not for sure. Not for sure. It could very  
9 easily have been torn down while I was there, but I tell  
10 you, that's a black spot in my mind. I don't remember. I  
11 just do not.

12          Q.     Do you know how soon after Heckathorn stopped  
13 its operations that you were instructed to go in and wash  
14 down the building?

15          A.     No, I don't. I don't remember just exactly how  
16 long it was.

17          Q.     Was it more than a few months?

18          A.     More than a few months, I would say, yes.

19          Q.     More than a year?

20          A.     Maybe more than a year.

21          Q.     And you received orders from whoever the  
22 terminal manager was at the time to wash down the building?

23          A.     That's correct.

24          Q.     And the terminal manager received orders from  
25 John Parr Cox?

26          A.     I would assume so.

(ALDREDGE) ...



1 MR. BALLARD: Objection; that calls for speculation.

2 MS. HENSLEIGH: Also, your previous question  
3 mischaracterized his previous testimony.

4 MS. FEORE: I join in that objection.

5 THE WITNESS: I mentioned earlier that it could have  
6 been John himself told us to wash it down." I just don't  
7 remember that.

8 BY MS. ROTUNNO: Q. So you don't recall a specific  
9 conversation where someone told you, "Go wash out the old  
10 Heckathorn building"?

11 A. No, I do not.

12 Q. When you were washing it down, you said that  
13 there was a -- the dust in there looked like a snowstorm had  
14 hit it?

15 A. Yes.

16 Q. Do you mean that there were like mounds of dust?

17 A. No, no. I mean it was in the air. Even when  
18 you hit it with a hose, the dust on the floor wouldn't  
19 readily absorb the moisture, and you'd knock dust right up  
20 in the air with a hose, and then it would come back down and  
21 you'd wash it some more, you know.

22 Q. When you came in were there like piles of dust  
23 on the floor, or was it a layer throughout the building?

24 A. Just a layer of dust all over the building. I  
25 don't recall any piles.

26 Q. Did you know what material that dust was?

(ALDREDGE) ...



1           A.     Had no idea. I expected it to be insecticide,  
2 you know, like what they were making there; and that's my  
3 assumption again, because I never saw "insecticide" on  
4 anything, but -- malathion is an insecticide. And I  
5 remember seeing that one.

6           MS. FEORE: This has all been asked and answered.

7           BY MS. ROTUNNO: Q. When you received instructions to  
8 wash down the building, did anyone tell you to use any  
9 special precautions or anything?

10          A.     Not to my knowledge.

11          Q.     And the floor of the building, you said, was  
12 concrete; is that right?

13          A.     I think it was a mixture of concrete and  
14 blacktop, because it had been patched many places.

15          Q.     Did you see cracks in the floor?

16          A.     Yes. That building must have been 40 years old.

17          Q.     Earlier you mentioned that there was unloading  
18 of bauxite from ships at the bulk dock. Was that unloaded  
19 directly into trucks or railcars?

20          A.     Sometimes it was, and sometimes it was  
21 stockpiled on the dock. They talked earlier about whether  
22 anything was covered or not. Now, that's something you had  
23 to cover.

24          Q.     So if the bauxite was stockpiled, it would  
25 always be covered?

26          A.     Yes. If it were left overnight. Let me clarify

(ALDREDGE) ...



